Contract Information

Idaho Offenders at Kit Carson Correctional Center

Attached is the contract for the housing of Idaho offenders at the Kit Carson Correctional Center, which is comprised of the RFP and CCA's Proposal.

According to Section 4.1, Terms and Conditions (Contract Requirements) on page 150 of this PDF, the order of preference is as follows:

- 1. An amendment to the contract executed as provided in this RFP, with the more recent amendment taking precedence over a less recent amendment;
- 2. The purchase order or other final document executing the contract;
- 3. The RFP;
- 4. The State of Idaho Standard Contract Terms and Conditions; and
- 5. CCA's Proposal.

For ease of reference, the contract documents are referenced below and included in the following pages. You may navigate among the documents included here by clicking the hyperlinks below or the bookmark tool.

Document	PDF Page Reference
Contract Purchase Order	2
2. Technical Proposal, which reflects	
verbatim RFP text in blue type and	4
CCA's proposal in black type	
3. Cost Proposal (pricing omitted from	
intranet version of this document but	284
included on G drive version)	
4. Amendment #1 to the RFP, which	286
includes Questions and Answers	280
5. State of Idaho Standard Terms and	314
Conditions	314

Page 1 of 2 State of Idaho Award



THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Bill To: Idaho Dept. of Correction 1299 N. Orchard, Suite 110 Boise, ID 83706

Idaho Dept. of Correction

Contract Purchase Order

Contract Purchase Order CPO02476

DELIVER

TO: Idaho Department of Correction Various Locations Various Cities, ID 83720 bmorlan@idoc.idaho.gov

Date: Wed Jul 11, 2012 F.O.B.: Destination

Terms:

VENDOR:

CORRECTIONS CORPORATION OF AMERICA 10 Burton Hills Boulevard Nashville, TN 37215

Attn: Senior Manager, Proposal Development

Vendor Nbr:

Emailed To: proposals@cca.com

Phone: 615 263-3076 Fax: 615 263-3090

eCommerce ID: P00000066704

Start of Service Wed Jul 11, 2012

Date

Thu Jul 10, 2014

End of Service Date:

Solicitation#: RFP02452

DOC#: PREQ20211 Ref#: IDOC RFP BEDS

2 Header Attachments

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
001	Housing for Medium Custody Adult Male Incarcerated Offenders the Department of Correction Estimated amount for the stated period: \$14,414,540.00 (952-20) (nt)		\$7,207,270.00	\$14,414,540.00
	Subtotal:			\$14,414,540.00
	Total:		·	\$14,414,540.00
Administrative Fee	SicommNet, Inc. will invoice Vendor separately for the 1.25% Administrative Fee applicable to this award, in accordance with the Solicitation Instructions to Vendors and Standard Terms and Conditions.			
	This Contract is for a Housing for Medium Custody Adult Male Incarcerated Offenders the Department of Correction. This Contract, which includes Option A (see RFP02452 subsection 2.35.8.1, Healthcare Services – Option A) shall be for the period noted above and (4) optional renewals of one (1) year each, subject to mutual agreement between the parties). Vendor Contact: Lucibeth Mayberry Phone:			

State of Idaho Award Page 2 of 2

	Toll Free:		
	INVOICES MUST BE SENT TO IDAHO DEPARTMENT OF CORRECTION		
	Agency Contact:		
General Comments:	THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED OFFER, WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL. The dollar amount listed in the contract pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.		
<u>.</u>	In the event of any inconsistency, unless otherwise provided herein, suc resolved by giving precedence in the following order:	n inconsistency shall be	
	1. This Contract Purchase Order document. 2. The state of Idaho's original solicitation document. 3. The Contractor's signed offer.		
Instructions:			
rreignt / nandi		ajoes	
	Signed	By TAMMY MAJORS	
Print 0	nt Document and Execute Action Back to Se	earch Awards	
	jason.urquhart@adm.idaho.gov		

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- po001Display Machine: prodappv7a IP: 164.165.210.143 - Wed, 11 Jul 2012 Agency ID: A00000000011 Dept ID: AGENCY User ID: admjurquhart



C.L. "BUTCH" OTTER

Governor
TERESA LUNA
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration Division of Purchasing

650 West State Street B-15 (83702) P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465 FAX (208) 327-7320

http://www.adm.idaho.gov/purchasing/

SIGNATURE PAGE For Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be prepared by typewriter or in ink and shall be signed in ink by an authorized representative of the submitting vendor. Two (2) copies of the bid or proposal shall be submitted, one (1) original and one (1) photocopy of the original, unless the RFP solicitation instructions specify otherwise. AT LEAST ONE BID OR PROPOSAL SUBMITTED BY THE VENDOR MUST BE AN ORIGINAL (NOT PHOTOCOPIED) SIGNATURE.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, the following information must be placed in the lower left corner of your bid package:

SEALED BID

BUYER:

/ER:

SEALED BID FOR: BID NUMBER:

Tammy Majors
Housing for Me

Housing for Medium Custody Adult Male Incarcerated Offenders

RFP02452

CLOSES:

June 7, 2012, 5:00 p.m. MT

Send your sealed bid package to: Division of Purchasing

PO Box 83720

Boise, ID 83720-0075

When sending packages by FedEx, UPS, or other Couriers:

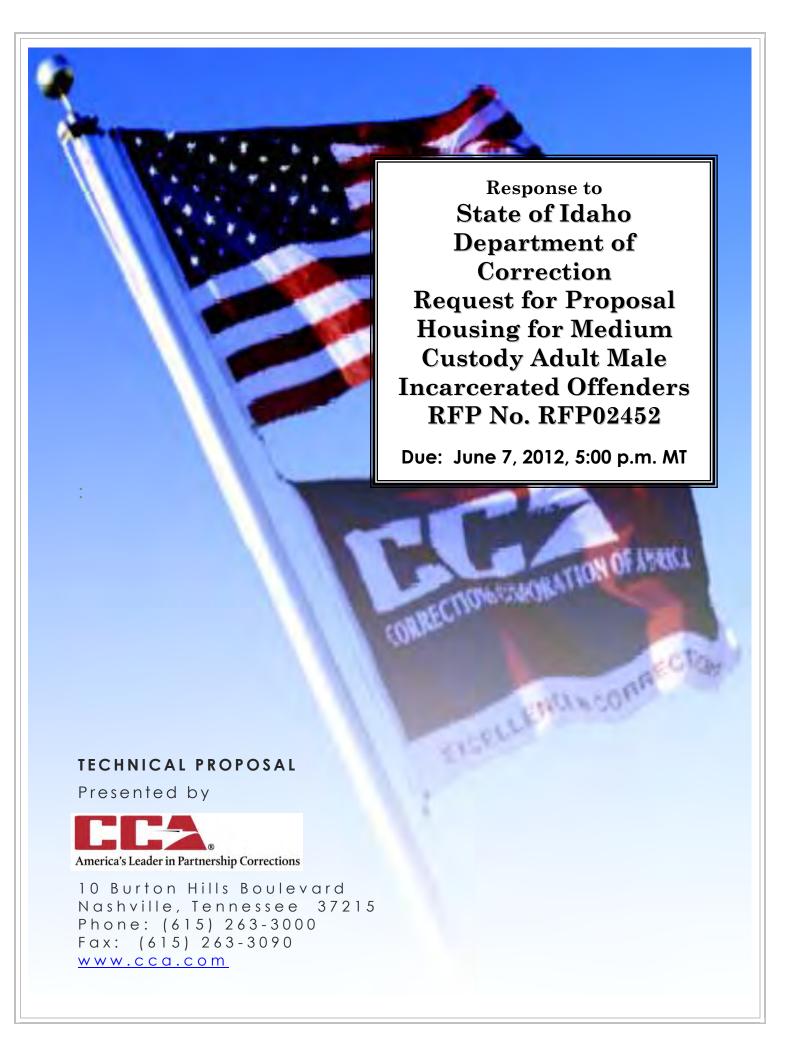
Division of Purchasing 650 West State Street B-15

Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITIATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Bidder or Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Please complete the following information:

BIDDER/OFFEROR (Company Name) Corr	ections C	orporation of America (CCA)	BID Number: RFP02452
ADDRESS 10 Burton Hills Bouleva	ırd	BID Title:	Housing for Medium Custody Adult Male
CITY, ST, ZIP Nashville, Tennessee 37	215		Incarcerated Offenders
TOLL FREE <u>800-624-2931</u>	PHONE	615-263-3246 (direct) 263-3000) (general)
FAX 615-263-3090	E-Mail	lucibeth.mayberry@cca.com	
FEIN/SSN# 62-1763875			
THIS SIGNATURE PAGE MUST BE SIGNED RETURNED WITH YOUR BID OR PROPOS		OUR BID OR PROPOSAL TO BE CO	
Original Signature (Manually Signed in Ink)		June 5, 2012 Date	
Lucibeth Mayberry			relopment Officer and Vice President
Please type or Print Name		Title	 _





June 5, 2012

Lucibeth Mayberry

Vice President and Deputy Chief Development Officer

Idaho Division of Purchasing ATTN: Tammy Majors, Buyer 650 West State Street B-15 Boise, ID 83702

RE: Request for Proposal RFP02452

Housing for Medium Custody Adult Male Incarcerated Offenders for the

Idaho Department of Correction

Dear Ms. Majors:

Thank you for the opportunity to respond to the above referenced Request for Proposals (RFP) for housing up to 800 offenders for the Department of Correction ("Department" or "IDOC") in an out-of-state correctional facility. CCA looks forward to continuing the partnership originally formed between the State and CCA in 1996 when we first began housing juvenile offenders at an out-of-state CCA facility in Memphis, Tennessee. Since that time, not only have we served as the facility operator for the Idaho Correctional Center in Kuna since 2000, we have repeatedly met the State's out-of-state housing needs by offering safe and secure housing to IDOC offenders at several CCA facilities. These facilities include the Prairie Correctional Facility in Minnesota (beginning in 1997 and again in 2005); Cibola County Correctional Center in New Mexico (1999); and North Fork Correctional Facility in Oklahoma (2007). We are proud of the fact that the Department has entrusted its offenders to CCA's care and custody time and again when capacities within IDOC's own system mandated seeking temporary beds out-of-state.

CCA's proposal offers offender housing at a currently operating facility with available capacity, trained staff and safe and secure existing operations. This facility, the Kit Carson Correctional Center in Burlington, Colorado, is a medium security 1,488-bed facility and is currently partially occupied by adult male offenders from the State of Colorado. Managed by CCA since its opening in 1998, the facility offers seasoned, well-trained staff with an average tenure of 4.5 years. Kit Carson is located in eastern Colorado less than a 2.5 hour drive from both Denver and Colorado Springs. Direct flights are available to and from Boise from both cities. With the facility's easy access to Interstate 70 and Highway 24, routine transportation to and from the facility would be uncomplicated and simple to accomplish. The facility is also within 5 minutes of Kit Carson Memorial Hospital. A profile of Kit Carson Correctional Center is provided in our proposal in Section 3.7 (ME) Administration.

Again, thank you for the opportunity to respond to this RFP. We look forward to hearing from you regarding our proposal to provide housing for IDOC offenders at Kit Carson Correctional Center and stand ready to arrange and conduct a tour of the facility. If you have any immediate questions related to our proposal, please do not hesitate to contact me at (615) 263-3246.

Sincerely,

Lucibeth Mayberry

Sucher Many

Vice President and Deputy Chief Development Officer



TABLE of CONTENTS

SECTION 1	. PROCUREMENT OVERVIEW AND GENERAL INSTRUCTIONS	5
1.1	Introduction	5
1.1	OBJECTIVES OF THIS REQUEST FOR PROPOSAL (RFP)	5
1.3	DEFINITIONS	
1.4	DIVISION OF PURCHASING CONTACT	6
1.5	PROCUREMENT DETAILS	
1.5		
1.5 1.5		
1.5	,	
1.5 1.5	•	
1.5		
1.5 1.5	·	
1.5		
1.5		
1.6	AMENDMENTS TO THE RFP	
1.7	NOTICE OF INTENT TO AWARD	
SECTION 2	2. SCOPE OF WORK	14
2.1	EVALUATION CODES	14
2.2	GENERAL REQUIREMENTS	
2.3	CONTRACT OVERSIGHT BY THE IDOC	
2.3		
2.4	ESTIMATED SCHEDULE	17
2.5	EXISTING FIRM	17
2.6	INTAKE, ASSIGNMENT, AND TRANSFER	
2.6	.1 (ME) Intake and Orientation	18
2.6		
2.6	.3 Transfer of Offenders	21
2.7	(ME) SECURITY AND CONTROL	21
2.7		39
2.7	\	
2.7		
2.7		40
2.7		50
2.7		
2.7		
2.7	\	
2.7		
	(ME) OFFENDER DISCIPLINE	
2.9	(ME) RESTRICTIVE HOUSING	
2.10	(ME) PRISON RAPE ELIMINATION ACT (PREA)	
2.11	(ME) GRIEVANCE PROCEDURE	
2.12	(ME) FOOD SERVICE	
2.13	(ME) TRANSPORTATION OF OFFENDERS	
2.14	SANITATION AND HYGIENE	
2.15	OFFENDER CLOTHING	
2.16	(ME) OFFENDER PROPERTY	
2.17	LAUNDRY	
2.18	DRUG TESTING	
2.19	OFFENDER MARRIAGES	
2.20	TELECOMMUNICATION	/4



2.21	1 COMMISSARY AND OFFENDER BANKING	75
2.22	2 Mail	75
2.23	RELIGIOUS ACTIVITIES	75
2.24		
2.25	5 VISITATION	75
2.26		
2.27		
2.28		
2.29		
2.30		
2.31		
2.32		
2.33		
2.34		
2.5	2.34.1 (ME) Suicide Risk Management and Intervention Program	
	2.34.2 (ME) Suicide Risk Management Documentation and Training	
2.35		
	2.35.1 (ME) Introduction	
	2.35.2 (ME) Healthcare Services	
	2.35.3 (ME) Dental Care	
	2.35.4 (ME) Chronic Care	
	2.35.5 (ME) Mental Health Care	
	2.35.6 (ME) Optometry Care	
	2.35.7 Pre-Authorization for Treatment	
	2.35.8 Responsibility for Costs	
	2.35.9 Payment of Elective Medical Procedures	
	2.35.10 Healthcare Resulting from Negligence or Intentional Misconduct	
	2.35.11 Medical Records	
	2.35.12 Reporting	
	2.35.13 Performance Audits – Healthcare, Mental Health, and Dental Services	
2.36		
2.37		
	2.37.1 Access to Contractor Records and Documents	
	2.37.2 Incident Reporting	
	2.37.3 Monthly Reports	
2.38		
2.39		
2.40	MEETING AREAS	119
SECTIO	ON 3. FACILITY MANAGEMENT AND OPERATIONAL REQUIREMENTS	120
3.1	EVALUATION CODES	
3.2	COMPLIANCE WITH ALL OPERATING STANDARDS	
	3.2.1 Contract Amendment for Changes to Operating Standards	121
3.3	OFFICE SPACE FOR THE CONTRACT MONITOR	
3.4	STAFF MISCONDUCT	
3.5	LIFE SAFETY CODES	
3.6	TOBACCO FREE ENVIRONMENT	
3.7	(ME) ADMINISTRATION	
3.8	STAFFING REQUIREMENTS	
	3.8.1 (ME) Staffing Pattern and Posts	
	3.8.2 Background Checks	
	3.8.3 (ME) Drug Free Workplace	
	3.8.4 (ME) Training Requirements	140
39	ACCESS BY STATE - ACCESS TO STAFF AND RECORDS	143



	RMS AND CONDITIONS	
	FINITIONS	
	OMPENSATION	
	Per Diem	
	Per Diem Adjustment for Inflation	145
4.3.3	Request for Per Diem Adjustment for Inflation	
	ONTRACT PAYMENT PROVISIONS	
4.5 Cc	ONTRACTOR RESPONSIBILITIES	
4.5.1	No Delegation of Authority or Responsibility Implied	
	PLACEMENT PERSONNEL	
4.7 INS	SURANCE	
4.7.1	Commercial General Liability Insurance and Umbrella Liability Insurance	148
4.7.2	Automobile Liability Insurance and Umbrella Liability Insurance	148
4.7.3	Workers' Compensation Insurance	
4.7.4	Professional Liability Insurance (Error and Omission)	149
4.7.5	Additional Insured	
4.7.6	Acceptable Insurers, Deductibles, Subrogation	149
4.7.7	Notice of Cancellation or Change	
4.7.8	No Representation of Adequacy	150
4.7.9	Performance and Payment Bonds	150
4.8 SA	VE HARMLESS AND INDEMNIFICATION	150
4.8.1	Post Conviction Actions	151
4.8.2	Notice of Claims	151
4.8.3	Right to Insurance Benefits	
4.8.4	Cooperation in Defense	
4.8.5	Additional Remedy Available to State	
4.8.6	State's Right of Offset	
4.8.7	Attorney's Fees	
	ONFIDENTIAL INFORMATION	
	VNERSHIP OF INTELLECTUAL PROPERTY	
	Work Product	
	Continued Right to Use or Replacement	
	Warranty and Indemnification	
	ARRANTIES	
	Performance Warranties	
	ONTRACT AUDITS	
	Corrective Action Plans Based Upon Contract Audits	
	MEDIAL ACTION	
	Immediate Compliance	
	Termination for Convenience	
	Termination for Cause	
	Effect of Termination	
	QUIDATED DAMAGES	
	Assessment	
	Notice	
	State May Cure	
	•	
SECTION 5. T	ECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS	161
5.1 Ev	ALUATION CODES	161
	CHNICAL PROPOSAL FORMAT	
5.2.1	(ME) Corporate Background and Experience	
522	(ME) References	



SECTIO	ON 6. PROPOSAL EVALUATION	172
6.1	EVALUATION PROCESS	172
6.2	On-SITE EVALUATION OF FACILITY(IES)	172
6.3	EVALUATION CATEGORIES AND WEIGHTS	172
6.4	Cost Proposal	
6.5	Award	173
APPEND		
Post	T Orders	APPENDIX 1
FACII	ILITY RULES OF CONDUCT	APPENDIX 2
	NUS	
STAF	FFING PATTERNS	APPENDIX 4
Con	ITRACTS LIST	APPENDIX 5
	ANCIAL INFORMATION	



SECTION 1. PROCUREMENT OVERVIEW AND GENERAL INSTRUCTIONS

1.1 Introduction

The Idaho Department of Correction ("IDOC" or "Department") is responsible for the care and supervision of the adult incarcerated Offender population under the jurisdiction of the Department in the State of Idaho. The Department is in need of housing for adult male medium custody Offenders in accordance with the requirements in this RFP and the Operating Standards.

CCA understands and agrees to comply with these requirements.

1.2 Objectives of this Request For Proposal (RFP)

The Department announces this Request for Proposal (RFP) to all eligible parties, and provides the opportunity to submit a Proposal, in accordance with the requirements herein, for the housing of adult male incarcerated Offenders in a Medium Security Correctional Facility(ies) ("Facility") in a cost effective manner.

The Department seeks proposals for the provision of services commensurate with the needs of medium custody adult male Offenders to include the following: housing, meals, healthcare, dental care, mental health care, pharmaceuticals, access to courts, recreation, employment, visitation, and all other applicable services and access to care required by law and Operating Standards.

The purpose of this RFP is to select a Proposer capable of doing all of the following on behalf of the Department:

- 1. Operate a safe and secure Facility in a humane and professional manner with respect to Offender rights.
- Deliver correctional services compliant with American Correctional Association (ACA) standards, National Commission on Correctional Healthcare (NCCHC) standards, and Operating Standards as defined herein.
- 3. Acquire and maintain ACA and NCCHC accreditation.
- 4. Perform the services in this RFP in a cost-effective manner with full reporting and accountability to the Department.
- 5. Provide security and supervision of Offenders with professionally trained personnel.
- 6. Maintain complete and accurate records of care and supervision, and collect, analyze, and report statistics on a regular basis.

CCA understands and agrees to comply with these requirements.

1.3 Definitions

Acronyms and definitions used in this RFP are included in <u>Appendix 1</u>, incorporated herein, and hereby made a part hereof.



CCA understands and agrees to comply with these requirements.

1.4 Division of Purchasing Contact

The Idaho Division of Purchasing (DOP) contact for this RFP is Tammy Majors. She may be contacted at:

Direct delivery (UPS, FedEx, etc.): Idaho Division of Purchasing

650 W State St, Room B-15

Boise, ID 83702

Or

US Postal Service: Idaho Division of Purchasing

P.O. Box 83720

Boise, ID 83720-0075 Phone (208) 332-1604 Fax (208) 327-7320

Electronic Mail (email): tammy.majors@adm.idaho.gov

CCA understands and agrees to comply with these requirements.

1.5 Procurement Details

1.5.1 Contract Term

The initial contract term shall be for twenty four (24) months. The contract may be renewed upon mutual, written agreement between the parties for up to four (4) additional one (1) year periods.

CCA understands and agrees to comply with these requirements.

1.5.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at 9 a.m., May 02, 2012. All parties interested are invited to participate either by attending the conference or by an established call-in number. The pre-proposal conference will be held at the Board room at the Idaho Department of Correction, located at 1299 N. Orchard St. Ste 110, Boise Idaho. For those participants wishing to attend via teleconference, the call-in number is 215 446-0193, participant code 6003277.

Parties interested are asked to pre-register via email no later than 5 p.m. Mountain time, April 30, 2012 with the DOP contact identified in <u>subsection 1.4</u>. Prior to the conference, the DOP contact will respond back to each party that has registered with location information and with call-in information.

The number of attendees representing each party interested is limited to three (3) as space is limited.



Parties interested are encouraged to submit questions in writing to the DOP contact identified in <u>subsection 1.4</u> prior to the pre-proposal conference. Submit questions in writing using Attachment 1, *Proposer Questions*.

The conference will be used to explain, clarify, or identify areas of concern in the RFP. Any oral information given by the State during the pre-proposal conference is to be considered unofficial. After the pre-proposal conference, written questions may be submitted following the instructions in <u>subsection 1.5.3</u>. Conference attendance is at the participant's own expense. Failure to attend the pre-proposal conference will not relieve the Proposer of meeting the requirements of this RFP.

CCA understands and agrees to comply with these requirements.

1.5.3 Inquiries

Questions relating to this RFP shall be submitted in writing no later than 5 p.m. Mountain time, May 11, 2012 to the DOP contact at the email address listed in <u>subsection 1.4</u> of this RFP.

Written questions must be submitted using <u>Attachment 1, Proposer Questions</u>. Official answers to all written questions will be posted on the State's e-Procurement System, IPRO (<u>http://ipro.sicomm.net/IPRO/</u>) as an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at http://purchasing.idaho.gov/terms and conditions.html, or regarding any Special Terms and Conditions, must also be submitted in writing, using Attachment_1, Proposer Questions, by the deadline identified in this subsection. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

- 1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);
- Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;
- 3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

CCA understands and agrees to comply with these requirements.



1.5.4 Proposal Submittal

Proposers shall submit one (1) original and three (3) complete, sealed, and signed copies of its technical Proposal, and one (1) original of its cost Proposal to Tammy Majors at the address listed in <u>subsection 1.4</u> on or before the Solicitation CLOSING (Due) Date and time specified on the IPRO header document. Proposers may only submit one (1) Proposal in response to this RFP; alternate Proposals shall not be allowed and shall be rejected. The signature page must be the first page of the technical Proposal.

Each Proposal package shall be clearly marked "Out of State Offender Housing" on the outside of the package. Such Proposals shall be in accordance with the format and content set forth in <u>subsection 1.5.5</u> and <u>section 5</u> of this RFP. No Proposal shall be accepted after the Solicitation CLOSING (Due) Date and time specified on the IPRO header document. Proposals submitted by facsimile, telegraph, mail-gram, and email shall be rejected.

The cost Proposal shall be provided by the Proposer in a separate sealed envelope that shall be held separately by the DOP from the remainder of the Proposal, and no cost information may appear in any other Proposal section or subsection. The cost Proposal may be in the same package as the technical Proposal; however, it must be separately sealed in an envelope or other packing to keep it separate from the technical Proposal.

Each Proposal shall contain the manual signature of an Authorized Representative of the Proposer on the signature page provided. Proposers are strongly encouraged to sign the signature page in blue ink. In addition to the copies stated above, each Proposer shall submit one (1) complete copy of its Proposal on a CD-ROM or USB device using Microsoft Office products (Microsoft Office Professional 2007 or earlier version only) (the only exception is for financials and brochures). The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way. If your technical Proposal contains trade secret information which you have identified, also submit a redacted copy of the technical Proposal with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in subsection 1.5.4.1, below) of all trade secret information which was removed/blacked out in the redacted copy.

Each Proposer is responsible to examine this entire RFP, including the attachments, exhibits and appendices, to seek any required clarification in writing, and to review its Proposal for accuracy before submitting the Proposal. Once the submission deadline has passed, all Proposals shall be final unless otherwise indicated in this RFP.

CCA understands and agrees to comply with these requirements.



1.5.4.1 Trade Secrets: Paragraph 32 of the Solicitation Instructions to Vendors describes trade secrets to "...include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 32 of the Solicitation Instructions to Vendors), Proposers must also:

CCA understands and agrees to comply with these requirements.

1.5.4.1.1 Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

CCA understands and agrees to comply with these requirements.

CCA has identified all information we consider a trade secret by marking the respective text or information with yellow highlighting. In addition to information considered a "trade secret," CCA has also marked with yellow highlighting specific text or information that we believe may pose a security risk if released to the general public (i.e. number of security cameras, counts, specific emergency procedures, etc.) and should therefore be considered confidential. Diagrams have been marked with a text box.

1.5.4.1.2 Provide a separate document entitled "List of Redacted Trade Secret Information," which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state's procurement personnel to determine the precise text/material subject to the notation.

If you fail to follow the RFP instructions as they relate to the identification of trade secret information; or to otherwise identify trade secret information with particularity, your trade secret notation(s) may not be honored.

CCA understands and agrees to comply with these requirements.

CCA has provided a List of Redacted Trade Secret Information in the inside front sleeve of the Redacted Copy proposal binder. The information provided



is listed in the order of its occurrence within the Technical Proposal and identified by page number, section/paragraph number, title of section or paragraph, specific portions of text/illustrations, etc. This list also includes confidential information that CCA considers a potential security risk as stated above.

1.5.5 Proposal Submission Items

The following items must be submitted as the Proposal (see also <u>subsection 1.5.4</u>, *Proposal Submittal*):

CCA understands and agrees to comply with these requirements.

(ME) 1.5.5.1 The Proposal must identify the maximum amount of beds available to the IDOC for contracting, and a schedule of availability to include location of the Facility(ies), and amount of beds per Facility. The Proposal must also identify guaranteed time frames for availability of beds. No Facility proposed to the IDOC shall have less than one hundred (100) beds available.

CCA understands and has provided all required Proposal Submittal Items as outlined below.

CCA is proposing to house IDOC offenders at a CCA-owned facility located in the State of Colorado – the Kit Carson Correctional Center in Burlington. (A detailed description of this facility is provided in Section 3.7 Administration.)

Kit Carson Correctional Center is a 1,488-bed medium-security facility currently housing adult male offenders for the Colorado Department of Corrections. Kit Carson has continuously maintained a high standard of operational performance and ACA accreditation. The facility received its most recent ACA audit in May 2012 with a score of 100% compliance in all Mandatory standards and an outstanding 100% compliance with all Non-Mandatory standards. Kit Carson will officially receive its ACA reaccreditation award at the summer 2012 ACA Conference.

As a fully operational facility with an experienced, professional staff, the Kit Carson facility can readily accommodate the IDOC's initial 250-bed need within the 60 days required under Section 2.4 of the procurement (and potentially sooner). Additional offenders can be accommodated up to the full approximately 800 (768) beds according to the approximate schedule detailed under Section 2.4 or as otherwise necessary to accommodate Idaho's developing bed needs. The availability of a currently operating facility with sufficient bed space to accommodate the full approximately 800 (768) beds solicited by the State allows CCA to offer the State ultimate flexibility with respect to bed availability.



Provided further, due to the extensive nature of CCA's system of beds in the State of Colorado, 5,454 total beds with 2,338 beds currently available, CCA is able to guarantee that beds will be available to Idaho as they are needed and throughout the contract term.

1.5.5.2 Completed signature page (See the attachment to the RFP with the document file name "signature page ITB_RFP 10-20-11.doc").

CCA understands and has provided the required completed signature page as the first page of our proposal. The Department provided this form to proposers via the www.sicomm.net website in an Adobe Acrobat pdf format (as shown below). As a result, the signed electronic version of this document is provided with our proposal in an Adobe Acrobat pdf scanned format in order to capture the authorizing signature on the document.



1.5.5.3 Technical Proposal responses (responses to subsections with ME Evaluation Codes).

CCA understands and has provided a Technical Proposal that responds to all subsections with ME Evaluation Codes.

1.5.5.4 Three (3) completed reference questionnaires (see subsection 5.2.2).

CCA understands and has complied with this requirement.

CCA has sent questionnaires to the requisite number of references as required. Prior to the submission of our proposal, we verified with all references that they had submitted their completed questionnaires to the Division of Purchasing's contact for this RFP, Tammy Majors.

1.5.5.5 Cost Proposal (see <u>subsection 6.4</u>).

CCA understands and agrees to comply with these requirements. CCA has provided a Cost Proposal in accordance with the RFP requirements as stated in Subsection 6.4 Cost Proposal.



1.5.5.6 This is not a submission item; however, see subsection 2.2 for the requirement to be registered with the Office of the Secretary of State for Idaho.

CCA understands and complies with this requirement.

CCA is registered with the Office of the Secretary of State for Idaho to conduct business in the State of Idaho.

1.5.5.7 This is not a submission item; however, see subsection 2.5 for the requirement for the Proposer to be an existing firm.

CCA understands and complies with this requirement.

1.5.6 Multiple Facilities and Rejection of a Facility

Multiple Facilities from a single Proposer may be submitted on a single Proposal. Each Facility must conform fully to the requirements of this RFP. Each Facility must also stand on its own, separate from other proposed Facilities. The State reserves the option to reject any Facility that does not conform to the requirements of the RFP without affecting other proposed Facilities or Per Diem rates proposed for other Facilities.

Additionally, the State reserves the right to conduct a site visit at any and all Facilities that are offered by a Proposer to determine if the Facility is fit for occupancy. A Facility would be considered fit for occupancy if the Facility is sanitary, has no significant structural physical plant issues, is in a safe location, and is a secure correctional environment. In the event the IDOC determines a Facility to be unfit for occupancy, the IDOC reserves the right to reject the offered Facility.

CCA understands and agrees to comply with these requirements. We look forward to conducting a tour for the State at our Kit Carson Correctional Center.

1.5.6.1 Multiple Award

The State reserves the right to award multiple contracts from this RFP. Please see subsection 6.5 *Award* for more information.

CCA understands and agrees to comply with this requirement.

1.5.7 Cost of Preparing the Proposal

Costs of preparing a Proposal are the sole responsibility of the Proposer. The State shall not provide reimbursement for such costs and shall not be liable for any Proposal preparation costs.

CCA understands and agrees to comply with this requirement.



1.5.8 Proposal Validity

Clause 27, Firm Prices, of the Solicitation Instructions to Vendors, shall not apply to this solicitation. Proposals shall remain valid for one hundred eighty (180) days after the Proposal due date or until a contract is signed with the successful Proposer, whichever is sooner. No Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price increase will be allowed, unless otherwise stipulated by the State's solicitation documents. All Cost Proposals must be in U.S. Dollars.

CCA understands and agrees to comply with these requirements.

1.6 Amendments to the RFP

If the RFP is amended before the Proposal due date, the amendment(s) shall be posted on IPRO.

CCA understands and agrees to comply with this requirement.

1.7 Notice of Intent to Award

Notice of intent to award the contract shall be sent to the successful responsive Proposer. A copy of the notice of intent to award shall be sent to each non-successful responsive Proposer.

CCA understands and agrees to comply with these requirements.



SECTION 2. SCOPE OF WORK

2.1 Evaluation Codes

Certain subsections have an evaluation code assigned, which are defined as follows:

(ME) Mandatory and Evaluated Specification – Failure to comply with any subsection with an ME notation shall render Proposal non-responsive and no further evaluation shall occur. If deemed responsive, each subsection with an ME evaluation code shall receive an evaluation score. Proposer is required to respond to each subsection with an ME notation with information explaining how the requirements shall be met.

CCA understands and agrees to comply with these requirements.

2.2 **General Requirements**

The Department shall accept Proposals from Proposers that are registered with the Office of the Secretary of State to do business in the State of Idaho. The Contractor shall provide all the services outlined in this RFP, to include confinement and supervision of adult male medium custody Idaho Offenders in a correctional Facility(ies) ("Facility"). The Contractor shall provide all services commensurate with the needs of medium custody adult male Offenders to include the following: housing, meals, healthcare, dental, mental health care, pharmaceuticals, access to courts, recreation, employment, visitation, and all other applicable services and access to care required by law and Operating Standards. The Contractor shall operate the Facility in a safe, orderly, and secure manner, as well as in a humane and professional manner with respect to Offender rights.

The Proposer must be registered with the Office of the Secretary of State for Idaho to conduct business in the State of Idaho no later than the Solicitation CLOSING (Due) Date in order to be considered for award.

CCA understands and agrees to comply with these requirements.

CCA is registered with the Office of the Secretary of State for Idaho to conduct business in the State of Idaho. Evidence of our current registration, effective since 2005, is provided on the following page.



IDSOS Viewing Business Entity



IDAHO SECRETARY OF STATE Viewing Business Entity

Ben Ysursa, Secretary of State

[New Search] [Back to Summary]

CORRECTIONS CORPORATION OF AMERICA

10 BURTON HILLS BLVD NASHVILLE, TN 37215

Type of Business: ASSUMED BUSINESS NAME

Status: CURRENT, CURRENT 15 Aug 2005

State of Origin: IDAHO

Date of Origination/Authorization: 15 Aug 2005

File Number: D90634

Original Filing:

[Help Me Print/View TIFF]

Filed 15 Aug 2005 ORIGINAL

FILING

View Image (PDF format) View Image

(TIFF format).

Idaho Secretary of State's Main Page

State of Idaho Home Page

Comments, questions or suggestions can be emailed to: sosinfo@sos.idaho.gov



2.3 Contract Oversight by the IDOC

The State of Idaho shall monitor the Contractor's performance of the requirements herein, to include the care and supervision of Offenders, operational security practices, and the operation and management of the Facility. The IDOC Director, or such person(s) as the Director designates, shall act as the Contract Monitor. The Director or designee shall have the power and responsibility, without limitation, to:

- 1. Determine if operation and security practices are effective to ensure a safe, orderly, and secure Facility;
- 2. Determine if appropriate policies and Standard Operating Procedures (SOP) of the Department are being followed by the Contractor and the Contractor's personnel, and monitor compliance with said policies and SOP;
- 3. Determine if the contract requirements are being satisfactorily performed by the Contractor:
- 4. Promulgate rules and interpreting application of relevant provisions of Idaho Code § 20-209 and 20-241A; and
- 5. Take all other necessary and proper action required by the Department or the State.

In the event of a dispute between the Contractor and State on a contract-related matter, the Idaho Department of Administration, Division of Purchasing (hereinafter referred to as "DOP") Administrator shall have final decision making authority.

The Contract Monitor, an employee of IDOC, is the official liaison between IDOC and the Contractor. The Contract Monitor's primary responsibility is to determine compliance with the contract and monitor operations and security practices. The Contractor shall provide the Contract Monitor unobstructed access at all times, with or without notice, to Offenders and staffs, to all areas of the Facility, and to inspect all documents and records relating to the contract and the Contractor's performance. This may include employee files; training records; incident reports; disciplinary records (for Offenders and employees); investigation reports; and other documentation, information, and reports produced by the Contractor relating to the operation of the Facility, the performance of the contract, and the care and supervision of Offenders. The Contractor shall permit the Contract Monitor and other authorized State representatives to make and remove copies of records and documentation.

The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee records, with the exception of pay and benefit information. Any such review shall be kept in strict compliance with privacy rights and confidentiality.

Upon contract execution, the IDOC and the Contractor shall negotiate in a good faith effort to define a set of criteria for the review of employee records.



CCA understands and agrees to comply with these requirements.

2.3.1 IDOC Contract Monitor

The Contractor shall be responsible to pay for the salary and benefits (approximately \$72,800 annually) of a full time IDOC Correctional Program Coordinator (Contract Monitor) position who will report directly to the IDOC Contract Services Bureau. The IDOC will determine the amount to be billed to the Contractor on a monthly basis. The Department will generate and send an invoice to the Contractor each month. Payment shall be made within thirty (30) days of the invoice date via a check, money order, or electronic funds transfer.

CCA understands and agrees to comply with these requirements.

2.4 Estimated Schedule

The Department estimates that over eight hundred (800) medium custody adult male Offenders will need to be placed in a secure Facility outside of the State of Idaho. The Facility proposed must be fully operational and ready to receive Offenders within sixty (60) days after the Service Commencement Date, however the IDOC would prefer a shorter time frame. The number of Offenders and transfer schedule is an estimate only and is not a guarantee of the level of usage for any contract resulting from this RFP.

The approximate schedule for out of state transfers is as follows: an initial transfer of two hundred fifty (250) Offenders within sixty (60) days after the Service Commencement Date, or sooner if possible. Thereafter, increments of approximately one hundred (100) Offenders may be transferred to the Facility every six (6) months based upon the housing needs of the IDOC. This is not a guarantee; it is only an estimate. Transfers may need to happen sooner than every six (6) months, and will be coordinated with the Contractor.

CCA understands and agrees to comply with these requirements.

The proposed Kit Carson Correctional Center is currently operational and would be ready to receive IDOC offenders within sixty (60) days after the Service Commencement Date, and potentially sooner if desired by the State. Additional offenders, up to the full approximately 800 (768) beds requested by this solicitation, can be accepted in increments of approximately 100 offenders every six (6) months or as otherwise desired by the IDOC.

2.5 Existing Firm

Proposers must have been established and operating for a minimum of two (2) years upon the issue date of this RFP.

CCA understands and complies with this requirement.



CCA is a mature organization, having grown to a system-wide capacity of more than 90,000 beds since founding the partnership corrections industry in 1983. A key component of this nationwide corrections system is our relationship with the State of Idaho. In addition to serving as the facility operator for the Idaho Correctional Center in Kuna since 2000, we have met the State's needs for out-of-state housing over the years. Since 1996 we have housed Idaho offenders in several locations, including Prairie Correctional Facility in Minnesota; Cibola County Correctional Center in New Mexico; and North Fork Correctional Facility in Oklahoma.

Due to this long term and varied experience in meeting the State's correctional needs, we have a number of corrections professionals who possess specific experience with Idaho offenders and the operating procedures and expectations of the IDOC.

2.6 Intake, Assignment, and Transfer

2.6.1 (ME) Intake and Orientation

The Contractor shall provide intake and orientation services to Offenders. The Proposal shall describe how this subsection will be accomplished, to include intake and orientation processes.

CCA understands and agrees to comply with these requirements.

All newly arriving offenders transferred to the Kit Carson facility from IDOC will complete an intake screening and orientation process. An individual offender screening will be conducted to identify special needs, abilities or health problems through testing, examination and interview. Classification, housing assignments and possible gang affiliations will be determined through a review of pertinent documents in the offender's institutional file. Each offender's personal property will be inventoried and documented, and he will receive standard facility issue for clothing and bed linens. The orientation process will provide offenders with information and materials that will acquaint them with institutional schedules; rules; prohibited acts; how to access services such as healthcare, food service and commissary; and activities and programs such as recreation, visitation, work and educational opportunities. All aspects of the intake process will be provided in accordance with the Operating Standards. A summary of the intake and orientation services to be provided to Idaho offenders is outlined below.

<u>Intake and Orientation</u>: The facility's intake staff will be responsible for coordinating the orientation of all offenders. The initial intake process will be conducted on the day of arrival and will consist of the following:

- Offender strip search upon entering facility to inspect and compare identifying marks as identified in the offender file, etc.;
- Photographs (as needed);



- Search of all offender property for contraband; inventory and documentation of all items on an inventory form. Property that is not allowed in the facility (including contraband) will be handled in accordance with policies and procedures;
- Issue of clean clothing (offender uniform), linens (including towels and washcloths), bedding (sheets, pillow and pillowcase), mattress and blanket; and
- Provision of a copy of the Offender Handbook, which contains detailed information on all aspects of the facility's operations, including such topics as the following:
 - Life/fire safety and emergency evacuation;
 - Housekeeping and sanitation;
 - Offender property and claims for lost/stolen property;
 - Case management;
 - Searches and contraband control;
 - Laundry services;
 - Offender telephone system and usage;
 - Television usage;
 - Programs religious, library, law library, recreation, education, hobby craft;
 - Non-discrimination;
 - Offender work program;
 - Drug/intoxicant testing program;
 - Legal access notary services, legal visits, legal assistance;
 - Clinical services medical, dental, optometry, pill call, etc.;
 - Mental health services;
 - Americans With Disabilities Act (ADA) notice;
 - Prison Rape Elimination Act;
 - Commissary, financial requests, offender banking;
 - Indigent assistance;
 - Mail;
 - Visitation:
 - Grievance procedures;
 - Disciplinary policy, offenses and penalties;
 - Security threat groups;
 - Offender counts:
 - Food service;
 - o Offender movement, housing units, scheduled/unscheduled;
 - Identification cards;
 - Personal hygiene/dress code, including access to barber; and
 - General facility rules.

In addition to the Offender Handbook, offenders will receive materials and view a video that covers the Prison Rape Elimination Act (PREA) requirements, e.g.



prevention, intervention, reporting, etc. Offenders will verify receipt of these materials by signing the appropriate orientation form.

When necessary, offenders will receive oral and/or written orientation translations in their own language. When a literacy problem exists, a staff member will assist the offender in understanding the material.

Medical/Mental Health Screening: A medical assessment will be conducted on each offender entering the facility. Offenders will be examined for any evidence of bodily injury and communicable disease. If injuries are detected, security staff will be notified and the proper documentation completed. If an urgent medical problem is identified, the offender will be immediately examined by a healthcare provider.

A mental health assessment will be conducted on each offender entering the facility. The assessment will include a determination of the offender's vulnerability for assault or tendency to exert sexually aggressive behavior, as well as any current or past mental health issues. Offenders identified as high risk for assault will be further assessed by a mental health or other qualified professional, monitored and counseled. Offenders identified as having current mental health issues will receive a comprehensive mental health screening and may be referred to the facility Psychiatrist for further assistance and evaluation.

<u>Initial Interview</u>: The entire offender orientation process will be completed in accordance with the timelines established by the Operating Standards. During orientation, a Case Manager will conduct an initial interview with each offender to gather personal information, to include the following:

- Basic offender information, including: name, alias(es), address, Social Security number, military service and identifying marks (tattoos, scars, etc.);
- Institutional information: prior facility, housing, known enemies and gang affiliations;
- Health information (physical, mental);
- Emergency contact information;
- Educational background: highest grade completed, last school attended, special education, vocational training and education/vocational interests; and
- Work history: jobs previously held (community and institutional), skills, special training and job interests.

After completing the orientation process, offenders will be assigned to a specific cell in a housing pod.

2.6.2 Assignment of Offenders

Offenders will be assigned to the Facility by the IDOC as medium custody in accordance with the IDOC's classification and assignment procedures. The Contractor shall not make any change in an Offender's custody level, but may



recommend custody level changes to the IDOC for approval. The demographics of the Facility will typically approximate the demographics of a comparable IDOC facility such as racial balance, age, crime, medical condition, and sentence.

The IDOC will use the following as the primary criteria in evaluating offenders to be moved out of state.

- 1. No chronic mental health or health care issues.
- 2. No escape history from a secure facility.
- 3. Length of sentence at least 3+ years to the parole eligibility date/ parole hearing date, or the full term release date.

No class A disciplinary actions (Disciplinary Offense Report) within last 12 months. Class A disciplinary offenses are described in IDOC SOP 318.02.01.001 Disciplinary Procedures: Offender.

CCA understands and agrees to comply with these requirements.

2.6.3 Transfer of Offenders

Offenders may be transferred from the Facility to an IDOC facility or another out of state facility in the event of a custody level change at the discretion of the IDOC, in collaboration with the Contractor.

CCA understands and agrees to comply with this requirement.

2.7 (ME) Security and Control

The Contractor shall provide security at all times for Offenders assigned to the Facility. This shall include, but is not limited to; court appearances, hospital stays, and off-site medical appointments in accordance with <u>subsection 2.13</u>

Transportation of Offenders. The Contractor shall have clearly defined policies and procedures that describe security, control, and supervision protocols and practices. The security practices at the Facility shall be effective in maintaining a safe, secure, humane, and operationally sound correctional environment.

The Proposer must describe how this subsection will be accomplished to include the Proposer's comprehensive security plan, with details to include, without limitation, emergency preparedness, Offender supervision practices, security protocols (e.g. incident response), use of security cameras, manned posts, searches, counts, Offender movement, use of restraints, investigative protocols, and custody of evidence.

CCA understands and agrees to comply with these requirements.

Approach to Maintaining a Safe, Secure Environment

CCA's approach to ensuring successful operations in all areas of the facility is to place the highest priority on maintaining security. As described in our



Comprehensive Security Plan and throughout our proposal, our focus on the provision of security and control helps ensure successful facility operations and increased safety and stability. Because security impacts all facility activities, we have adopted an integrated approach to maintaining a safe and secure facility environment. This approach is characterized by delivering quality services, including timely access to a healthcare program that operates under the highest industry standards, providing offender activities and programs to reduce offender idleness, and maintaining open lines of communication between staff, offenders and visitors. A summary of our approach to ensuring security and control is outlined below.

- Focus on Accreditation: CCA facilities are operated in compliance with the standards of the American Correctional Association (ACA). Security measures are continually scrutinized to ensure they meet or exceed the standards required by ACA. CCA healthcare policies adhere to the healthcare standards of the National Commission on Correctional Health Care (NCCHC), adding another level of safety and ensuring timely access through compliance with standards of care that may require additional security measures.
- Compliance Monitoring through Quality Assurance: CCA oversees facility compliance requirements through the Quality Assurance department at our headquarters, the Facility Support Center (FSC). This department is staffed by subject matter experts, and managers make on-site visits to assess facility operations. In addition, the facility has an on-site Quality Assurance Manager who monitors all facility operations and contract compliance on a continuous basis. FSC security audits are performed at least annually at all CCA facilities.
- Comprehensive Policies and Procedures: CCA's experience operating correctional facilities housing IDOC offenders, both inside and outside of the State, has provided us with knowledge and an understanding of this RFP's applicable Departmental policies and procedures and IDOC contract requirements. Upon contract award, CCA's Policies and Procedures Manual for the facility will be tailored to incorporate specific contract requirements and applicable IDOC policies or SOPs. It will govern the full range of facility functions and services, including security and control, offender activities, health services, and support services such as food service, commissary, maintenance, etc.
- Appropriate Staffing Levels: Ensuring that an adequate number of employees are in place at the facility, and in the appropriate positions, is critical to maintaining security and control. In considering staffing needs, CCA's first priority is to preserve the safety and security of the public, staff and offenders. Staffing is designed to encompass all components of facility operations and administration.



- <u>Training:</u> Security staff are provided both orientation and annual in-service training that meets the standards required by the American Correctional Association.
- Offender Activities: Offenders are provided activities that encourage learning and a sense of well-being while minimizing idleness through educational materials, chaplaincy and volunteer programs, work programs, and recreational opportunities. These activities enhance the facility environment, increase stability among the offender population and promote teamwork.
- <u>Strong Support Services</u>: Effective oversight and operation of facility services (e.g. laundry, food service, mailroom, commissary, facility maintenance, health services, etc.) discourages the likelihood of offender grievances and unruly offender behavior. CCA's diligence in developing staffing patterns that include the appropriate numbers of employees to manage the facility's many service areas exhibits our dedication to compliance and safety in delivering those services.
- Offender Grievance and Disciplinary Procedures: Effective offender grievance and disciplinary procedures serve to maintain a sense of law and order within the facility environment. CCA will provide a means for all offenders to address complaints regarding facility conditions, treatment and policies and procedures. Many matters can and should be resolved directly and promptly between the offender and institutional staff. In addition to the formal grievance process, all offenders will have access to an informal resolution process to resolve their complaints. CCA will ensure personal contact and interaction between staff and offenders for the purpose of facilitating communications, thereby reducing potential misunderstandings and encouraging the full exchange of information. Disciplinary procedures will comply with IDOC SOP 318.02.01.001 Disciplinary Procedures.
- Ongoing Communication at All Levels of Facility Operations: From our CEO to an entry-level correctional position, CCA taps into the reservoir of approximately 16,500 employees to expand our company culture and ensure improved methods and best practices. This is best accomplished through simply talking with our employees on a continuing basis, especially those working in security. The company provides employees with numerous outlets for exchanging ideas and boosting employee morale. Such outlets include an exhaustive in-house intranet site providing information concerning company initiatives, opportunities, training and education, industry news and general internal employee resources; printed newsletters and publications; CCA's website; quarterly companywide "Town Hall" meetings with executive management and regular facility visits by CCA management.



CCA's six divisional Managing Directors are responsible for oversight of the individual facilities and conduct regular meetings with facility Wardens to facilitate communication between CCA headquarters and our facilities, establish policy, explore problems and plans for resolving them, ensure conformity to contract requirements, implement programs and address any other major developments.

To encourage communication and compliance with required operational standards, facility administrators perform regular tours of each area in and surrounding the facility. The Warden and facility department heads each meet with staff members who are directly accountable to them. Routine independent meetings and discussions are also conducted with Assistant Wardens, Chiefs of Security and Unit Management, as well as other departmental staff and the contracting agency's Contract Monitor to ensure day-to-day implementation of facility directives. The Unit Management approach to facility management also promotes communication between unit staff and security personnel, staff from all service areas, and the offender population.

- Continual Innovation: CCA continually looks for better and innovative methods to utilize staff and implement procedures in a manner that increases security, takes advantage of available technology and provides a climate to improve the work and living environment of both the offenders and employees. Examples of some of CCA's recent innovations, all of which are currently in place at the Kit Carson facility, are described below.
 - O IMS2: CCA's Offender Management System (IMS2) represents the company's use of the latest computer technology developed to streamline staff duties, provide real-time offender tracking and enhance facility security. The capabilities of IMS2 are extensive and can include features such as an automated booking system with offender photographs that meet the NCIC image quality standards and real-time reporting of all offender commissary orders and trust account history via electronic portal. Varying degrees of the system are used at almost every CCA facility, depending on the government agency's needs and specific contract requirements.
 - <u>Lobby Management</u>: This program identifies all staff at the facility's building entrance or checkpoint by electronic photograph via a badge swipe. The system enhances security by ensuring that offenders cannot exit the facility disguised as a Correctional Officer or other person.
 - Master Scheduler: In our desire to employ the most effective methods of employee time management while maintaining constant security

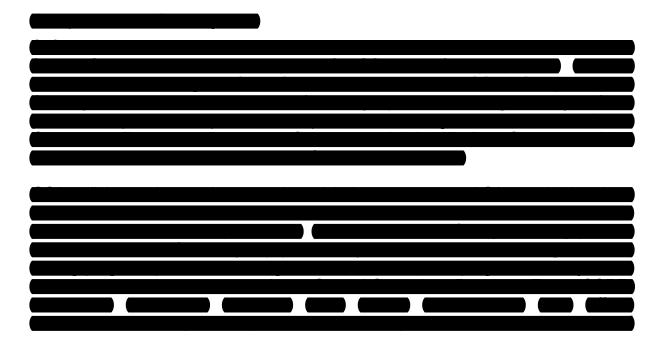


shift coverage, CCA has developed the collateral assignment of a "Master Scheduler" for use at all CCA facilities. In managing the facility's shift scheduling, the primary goals of the Master Scheduler are to:

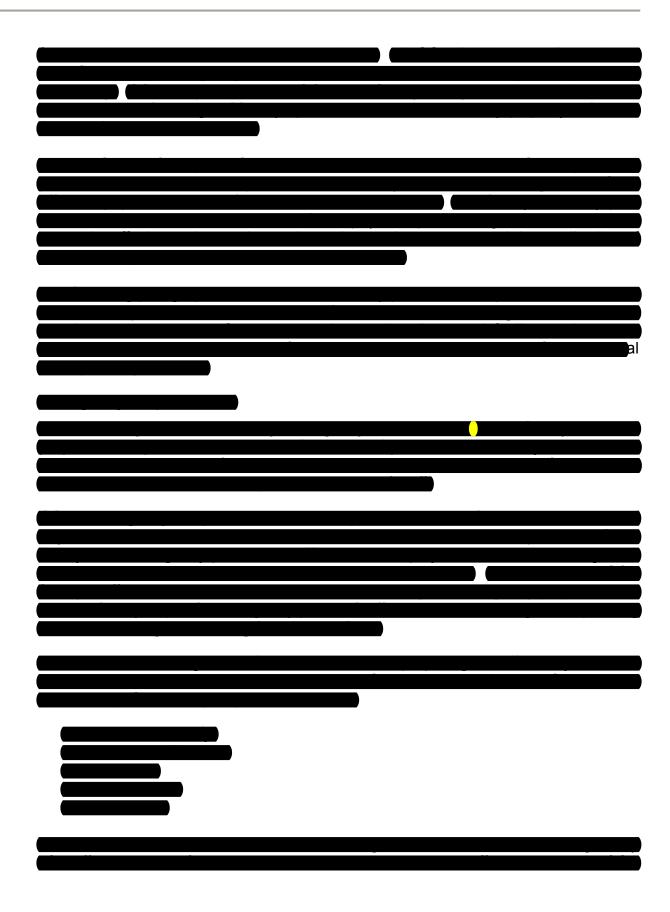
- 1) Ensure that the appropriate number of staff are available to cover each shift;
- Properly schedule employee leave or Paid Time Off (PTO), holidays and training hours; and
- 3) Monitor all other areas relating to employee schedules.

The ideas, forms and recommendations used in CCA's Master Scheduler guide were submitted by facility staff throughout the company. This approach to managing employee scheduling has raised workplace morale, increased retention and more efficiently allocated staffing dollars. As a result, consistent, efficient employee scheduling through the Master Scheduler program has become one of our best management tools and is now deemed a CCA "best practice."

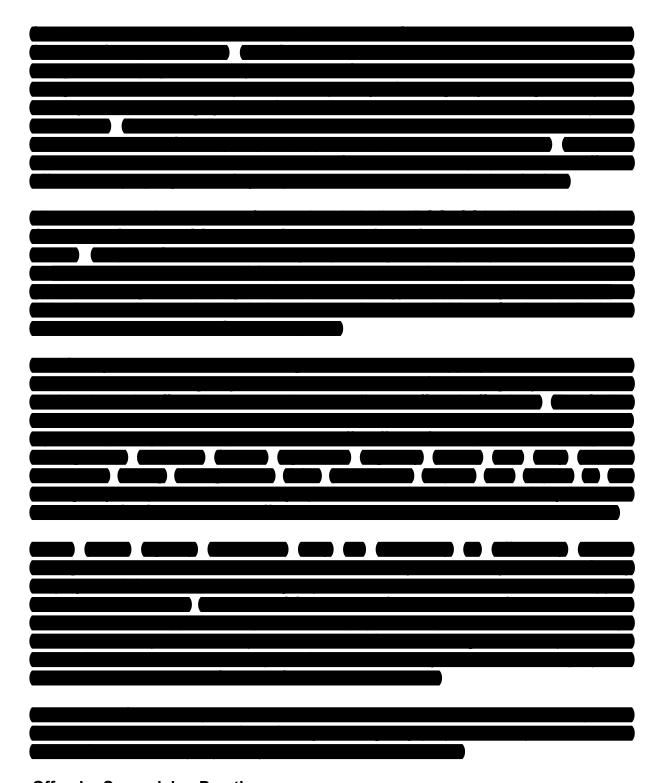
Security Threat Groups Database: CCA has developed an intranet-based application – CCA Centralized STG System and Database – for our Security Threat Group (STG) professionals to access files and input data. CCA facilities submit monthly STG reports that include data on the number of STG suspects, confirmed members and more. The facility can easily compile numbers of confirmed or suspected gang members and compare them with other factors that we track to determine risk.











Offender Supervision Practices

CCA views security comprehensively to include more than merely preventing offenders from escaping. We provide twenty-four (24) hour supervision of offenders



to include monitoring offender movement and maintaining a system of offender accountability. A summary of CCA's fundamental offender supervision practices in place at the facility is outlined below.

 Unit Management: CCA utilizes Unit Management as an institution-wide approach to offender and institutional administration designed to improve control and relationships by dividing an institution into smaller, more manageable groups. The Unit Management approach results in fewer facility incidents, better offender/staff relations and a more positive and productive environment.

The Chief of Unit Management oversees the consistent operation of Unit Management to include supervising facility Unit Managers, ensuring that unit teams (Unit Managers, Case Managers, Correctional Counselors and Housing Unit Correctional Officers) have necessary information to make reclassification decisions and recommendations and monitoring of unit performance in comparison to stated goals and objectives. Unit Managers, Case Managers and Correctional Counselors are assigned to work a schedule that allows them to provide support to Correctional Officers through their presence in the unit. Placing staff in or near the housing unit at all times increases security through better intelligence, both in terms of observing what the offenders are doing and through offenders providing information verbally to staff.

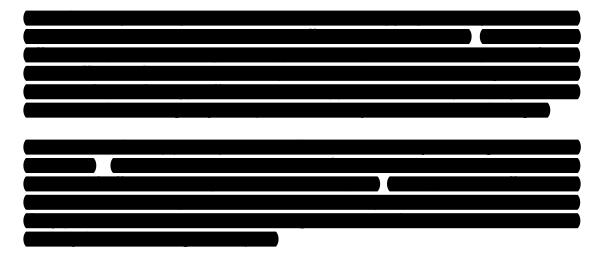
Accountability is central to the successful implementation of Unit Management. Staff are assigned caseloads to ensure accountability for every decision, task and event that occurs regarding an offender assigned to that unit. The unit team is responsible for orchestrating the delivery of all activities that take place in the living unit – sick call, commissary orders, recreation and movement outside the unit for work, school or visits. The level of restrictions to be placed on offender movement throughout the facility depends on a variety of factors, including the offender's custody level and previous institutional behavior. Unit Management serves as the implementation system for classification, discipline and certain treatment activities. To that end, unit staff are given specific responsibilities for observing and interacting with offenders in their living and other facility environments on a regular basis. These factors combine to develop an informed assessment regarding the offender's risk of escape or other illegal activities that must be considered when developing a strategy for security administration.

Unit Management requires a consistent commitment to communication, particularly between the Unit Manager and Shift Supervisors, to resolve unit issues and to establish consistency and adequacy in officer assignment to the units.



For offenders, Unit Management provides service delivery tailored to their needs by staff who have gained firsthand knowledge of their day-to-day lives through daily interaction and decision-making. Being held accountable for their actions affords offenders a more focused opportunity to prepare for successful re-entry to society.

- <u>Direct Supervision</u>: CCA's Staffing Patterns ensure that a sufficient number of Correctional Officers will be posted within all housing units for prompt response to emergencies or inquiries from all offenders. In RFP Subsection 3.8.1 (ME) Staffing Pattern and Posts, the Department stated its preference that proposers provide direct supervision for Idaho offenders. In keeping with IDOC's recommendation, CCA's Staffing Patterns provide correctional staffing that utilizes direct supervision in living units housing the Idaho population. This means a Correctional Officer will be stationed inside a housing unit pod at an assigned post on a continuous basis in order to provide direct supervision to offenders living in the pod.
- General Offender Supervision: CCA's training programs provide courses specifically designed to prepare staff for working with and around offenders, including supervision techniques, behavior observation and handling emergency situations. Additionally, CCA provides Post Orders for each uniformed security post that outline specific duties and responsibilities pertaining to offender supervision and post management.
- Off-site Supervision (e.g. court, hospital, medical appointments): Correctional
 Officers must meet specific qualifications and training requirements to be
 considered for a post that is responsible to escort and transport offenders
 outside the secure confines of the facility. These strict selection procedures
 ensure that the appropriate officers will be selected to supervise offenders
 while they are off site.





Additional details pertaining to offender transportation procedures are provided in Section 2.13 (ME) Transportation of Offenders.

• Work Assignment Supervision: All supervision of offenders on work assignment will be provided by trained staff. Supervisors will maintain high visibility to ensure that offenders are performing their duties correctly and in a manner consistent with their assigned responsibilities. Offenders will be given clear instructions and appropriate training conducive to the expectations of their work assignments. Under CCA's unit management approach, the work supervisor and unit management team play key roles in this process by communicating concerns and/or issues observed in the unit and/or in the workplace. Additionally, Correctional Officers will perform around-the-clock supervision, monitoring and regulation of offender movement, to include areas where offenders are employed in work assignments.

Supervision of offenders on work assignment will include responsibilities such as the following:

- Ensuring that all assigned offenders are present for work;
- Adherence to count procedures;
- Proper assignment and use of equipment and supplies with daily accountability of such equipment;
- Vigilance in monitoring offender conduct, especially conduct that may be contrary to facility procedures, dangerous or unsafe, or could indicate the possibility of a planned escape; and
- Monitoring assigned tasks for completion.

Security Protocols

CCA's fundamental operational practice is to be proactive rather than reactive to prevent serious and unusual situations from occurring and to assure offender accountability at all times. ACA standards, CCA and facility policy and applicable IDOC procedures will form the basis for all security protocols and administrative operations. Security protocols in place at the facility address key areas such as the following:

- Physical offender supervision in all areas;
- Monitoring and controlling offender movement to decrease the likelihood of escape;
- Frequent offender counts;
- Entry and exit procedures;
- Designated times for mass movement through a facility building schedule;
- Emergency preparedness;
- Daily inspections;
- Tool control;
- Key control;

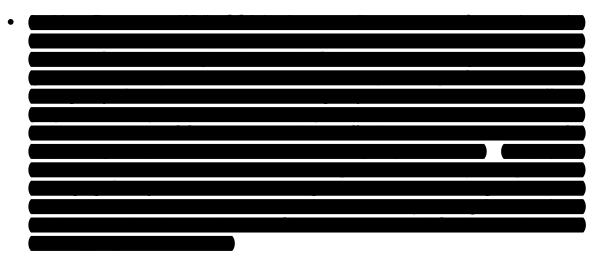


- Post Orders;
- Investigations of illegal or suspicious offender conduct;
- Monitoring of offender telephone system;
- Offender drug screening;
- o Aggressive monitoring of Security Threat Groups;
- o Offender identification information and/or escape flyers for all transports;
- Ongoing employee training;
- Offender disciplinary and grievance procedures;
- o Frequent monitoring and oversight by supervisory staff;
- Constant armed perimeter surveillance via motorized security patrol;
- Employee/visitor parking surveillance;
- Emergency response plans; and
- Tactical response teams to address emergencies and/or disturbances.

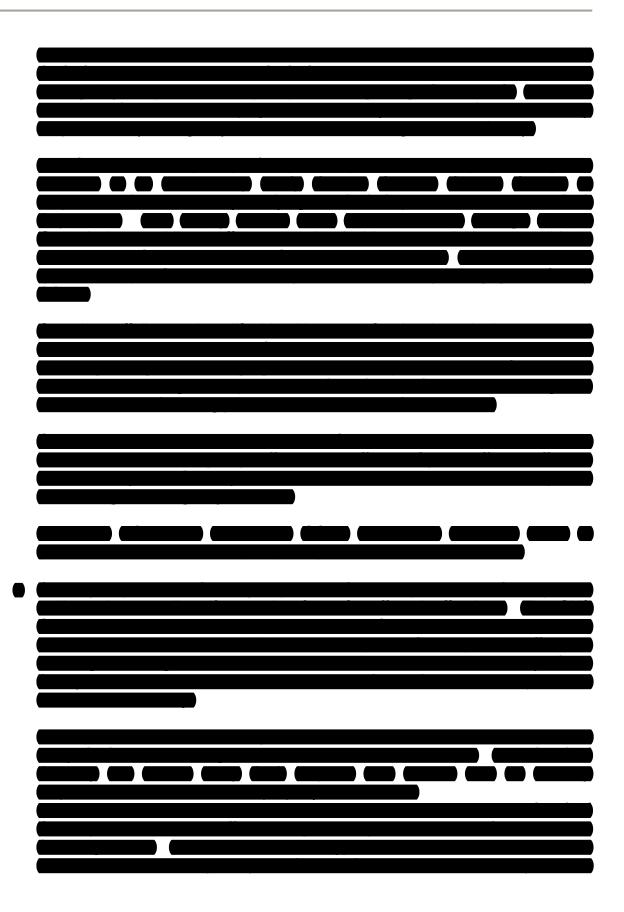
Correctional Officers perform around-the-clock supervision, monitoring and regulation of offender movement. CCA's Staffing Patterns ensure that a sufficient number of staff will be posted within housing units and program/work areas for observation and prompt response to emergencies or inquiries from all offenders.

Additional security protocols, including incident response, are described below and throughout this section as part of the facility's Comprehensive Security Plan.

<u>Central Control</u>: The Central Control station functions as the communication center for facility staff. This post is staffed twenty-four (24) hours per day, seven (7) days per week, and access is restricted to enhance security. The responsibilities of the Central Control staff include monitoring of radio traffic, ingress and egress into the secured perimeter, housing units, surveillance alarms, perimeter, other mechanical and electronic systems and control of security equipment. All activities are documented in logbooks according to policy and procedure.





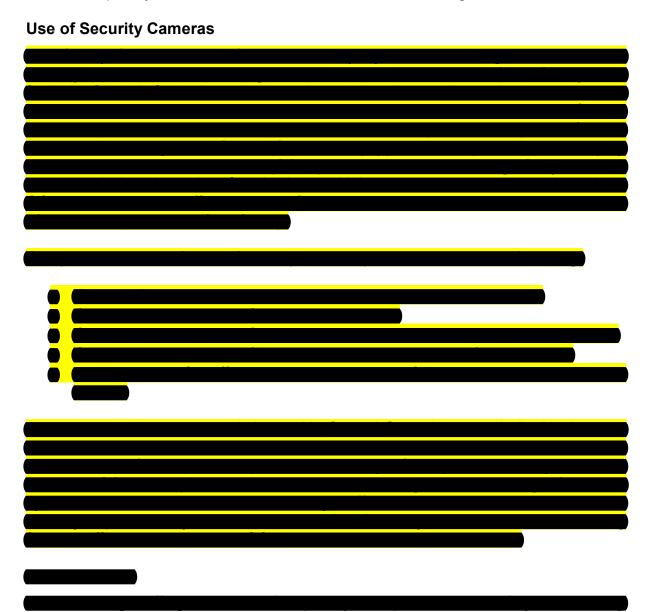






armory and special management. The inspection includes a plan of corrective action to resolve any deficiencies discovered.

The facility's quality assurance program also provides facility monitoring and inspections further ensuring that all buildings and security equipment are adequately secured in order to maintain control of assigned offenders.



of the public, staff and offenders. CCA's security staffing plans are based on analyses specifying all posts and positions at the facility and the staff necessary to fill those posts or positions twenty-four (24) hours per day, seven (7) days per week. Other key variables used to determine custody post placement include the following:

Mission of the facility;



- Requirements of the contracting agency;
- Total number of offenders at the facility;
- Classification of offenders to be housed;
- Programming needs;
- Location and design of physical plant;
- Security systems;
- CCA's experience in staffing and managing similar correctional facilities;
- Court-ordered stipulations;
- CCA and applicable agency policies and procedures; and
- Applicable state law and legislative requirements.

CCA's Staffing Patterns for the Kit Carson facility identify all security posts, including mandatory posts delineated in red font (see Appendix 4, Staffing Pattern).

Searches

Frequent unannounced searches of offenders, cells and other areas of the facility will be conducted to detect and prevent the introduction of contraband, to recover missing or stolen property and to prevent escapes and other disturbances. Searches will be conducted in a manner that avoids unnecessary force, embarrassment or indignity to the offender. The offender will be informed quietly and simply that a search is about to take place and he will not be touched any more than is necessary to conduct the specific search.

A description of the various search methods utilized at the facility is provided below.

- General Area Search: A general search of any area of the facility (e.g. library, laundry, kitchen, conference room, gym, corridors, storage areas, etc.) may be conducted at any time.
- <u>Living Unit Search</u>: All common areas of the living unit will be periodically searched for contraband and unauthorized items. These searches will be unannounced and conducted at times that will cause the least amount of disturbance to the housing units with minimal disturbance to offender possessions.
- <u>Cell Search</u>: Searches of cells and holding areas will be performed unannounced, on an irregular basis and in an orderly manner. An offender's personal property will be respected and not carelessly discarded, misplaced or broken. The offender's presence during the search will not be required. Cells will be searched and inspected prior to occupancy or upon the permanent move of the offender from that cell.
- <u>Facility Shakedown:</u> At a minimum, the facility will complete one facility shakedown of all areas annually.



- <u>Perimeter Search</u>: Searches outside of the facility such as parking lots, delivery areas, reception areas, yards, fields and perimeter fence areas will be searched for possible contraband being delivered to offenders.
- Pat Search: These searches will consist of the removal of outer protective clothing, the emptying of pockets, the physical search of an offender, screening by any device that does not require disrobing and the inspection of papers, bags, books or other items being carried.
- <u>Strip Search</u>: All offenders will be subject to a strip search at any time. This
 search may be conducted after participation by the offender in any internal
 disturbance, during a shakedown, before or after contact visitation, upon reentry from outside the facility or when there is a reasonable belief that the
 offender is carrying contraband or other prohibited material.
- <u>Searches Related to Crimes</u>: When a crime is alleged to have occurred, employees will conduct searches of offenders, their living units or work locations incidental to a crime. The crime scene area will be immediately secured, contained, isolated and treated as a crime scene until investigators take control of the scene, are able to conduct a search and declare the area secure.
- <u>Canine Search</u>: Canine searches will be conducted upon request from the Warden/designee. Routine, unannounced canine searches will be conducted of visitors' vehicles.
- Vehicle Search: All vehicles entering or exiting the property will be subject to being searched. A sign to this effect is posted at the facility's main entrance gate. The Warden will define authorization for random and routine searches of all vehicles on facility grounds.
- <u>Visitor Search</u>: All persons entering the facility may be required to submit to a search by a scanning device. Belongings, such as purses and briefcases, may be searched. Contraband will be confiscated and, where appropriate, the visitor detained for law enforcement officials. A report of the incident will be submitted to the Warden/designee.
- <u>Visiting Area Search</u>: Immediately before and after visiting hours, employees assigned to the visiting area will conduct a thorough search to detect any contraband. Offenders and visitors will not be permitted in the area until the search is completed.
- Employee/Contract Staff Search: CCA property, employees and contract staff and their property are subject to being searched.

Procedures for maintaining a chain of custody for any confiscated contraband is described below.



Contraband

CCA takes seriously the security risk created by the introduction of contraband into our facilities. Policies and procedures on searches, inspections and training in search techniques are designed to inhibit the illegal entry of contraband in accordance with ACA standards. Strict precautions are taken to prevent introduction of contraband and/or unauthorized entry/exit at all points of facility ingress and egress and include the following:

- Visitors, employees and offenders being screened by metal detectors;
- X-ray of any items, including shoes, prior to their introduction into the facility;
- Prohibiting visitors from entering any area of the institution except approved visitation areas and requiring visitors to use approved routes to and from those areas:
- As an aid in identification, stamping the back of the hand of each visitor with incandescent ink using a series of designs or letters for verification by "black light" upon exiting the facility;
- Use of a narcotics detection dog by a trained full-time canine handler; and
- Posted prohibition of firearms, weapons, drugs and alcohol (violators will be prosecuted).

Confiscated contraband items will be documented, stored and disposed of in accordance with ACA standards and facility policies and procedures. If an offender can prove ownership of a confiscated item(s) and the item(s) does not in and of itself present a security or safety threat, he may be allowed to mail the item(s) to an outside address at his own expense. If an offender does not have the available funds to mail the item(s) out within a designated time period, the item(s) will be destroyed in accordance with policy requirements.

Additional information pertaining to the chain of custody procedures for evidentiary items in an investigation is described at the end of this Section under Custody of Evidence and further in Subsection 2.7.9 (ME) Custody of Evidence.

Offender Counts

Daily offender counts will be conducted of all offenders to afford a plan for control and supervision of offender movement and provide a record of offender locations and movement on a daily basis. Conducting both formal and informal counts ensures the daily accountability of all offenders assigned to the facility, while enabling the detection and prevention of offender escapes and preventing unauthorized facility access by the general public. In accordance with RFP Subsection 2.7.3 Counts, the facility will submit daily counts, as determined by IDOC, via email to the Contract Monitor or designee.

A master count record will be maintained to provide up-to-the-minute information regarding all offender moves in-house, bed assignments, work assignments, admissions to the hospital, releases and any other change that could affect the



master count record. When a count is being conducted, all offender movement into and out of the facility will cease. Except for emergencies, no changes in count location of any offender will be made after the count is started.

A summary of the facility counts conducted is provided below.

Formal Count: A physical formal count of the status of all offenders assigned to the facility will be conducted at specific times and in an organized manner as confirmation of an offender's physical presence through the visual observance of a living, breathing person. Formal counts are conducted by no fewer than two employees per area with the exception of outside work crews. At least one certified formal one-on-one count is conducted during each shift. Formal counts will not be separated by more than eight (8) hours.

Housing unit counts include a cross count where employees start at opposite ends of the pod/room, count that pod/room crossing over and verify their count with each other before proceeding to the next pod/room. Each offender's name and identification (ID) number will be on the cell door and employees will ensure that the offender who is being counted is in that cell.

Each count must be verified and cleared through a cross-check between the Daily Count Sheet at the time of the scheduled count, unit bed rosters and master movement logs. Formal counts will be certified by the Shift Supervisor. If there is any doubt as to the accuracy or if there is any discrepancy, a physical emergency count will be ordered by the Shift Supervisor.

- Standing Count: A standing count consists of a visual verification of a living, breathing offender who has both feet on the floor, standing in an upright position in his cell or work assignment area, verifying the offender against his ID card. The facility implements a minimum of two standing counts per twenty-four (24) hour period.
- Informal Count: A count will be conducted at irregular times and for any reason while offenders are working, engaged in daily living activities or attending programs. Informal counts may be conducted at the discretion of the Warden/designee as often as deemed necessary. At shift change, the oncoming Correctional Officer will conduct an informal count of all offenders in his/her area of responsibility.
- Emergency Count: An emergency count is a physical count taken at an unscheduled time based on a need or circumstance requiring a standing count as determined by the Shift Supervisor, Chief of Security or Warden (or Incident Commander during an actual emergency). If a count does not clear or there is reason to believe an offender is missing from the designated perimeter of the facility or offender work program, an emergency count will be conducted. If it is determined that an offender is missing, the facility



emergency response plan will be put into effect. A picture count will be conducted to determine precisely which offender(s) may be missing.

No count will be cleared until all counting errors have been corrected, the cause of any error determined and corrective action taken.

Use of Restraints

CCA-issued restraint gear and security equipment will be carried/used by CCA employees while on duty. Excluding emergency situations, only employees who have received training in the application of restraints will apply or remove restraints. Mechanical restraints are temporary restraining devices and provide only limited control. Such devices may include handcuffs, leg irons, disposable restraints, chain restrain belts and other similar restraints.

At a minimum, mechanical restraints may be used under the following circumstances:

- As a precautionary measure in the movement of offenders (e.g. from a housing unit, segregation, court, etc.) within or without the facility;
- To prevent the escape of an offender while housed in an outside hospital;
- To prevent serious property damage;
- To provide medical attention;
- When directed by medical staff, to prevent an offender from attempting suicide or inflicting injury to self or others; and/or
- To enforce policy and procedure in maintaining or regaining control of the facility or any part of it where lesser means have proven ineffective (i.e. use of force).

Restraints will be removed as soon as it is safe to do so. Safety precautions will be utilized when escorting restrained offenders to prevent the offender from experiencing a slip, trip or fall.

Investigative Protocols

It is the policy of CCA to ensure that violations in conduct among staff (and others affiliated with CCA, such as contract staff, consultants and volunteers) and significant incidents involving offenders are reported, reviewed and investigated in an accurate and timely manner. When involving staff, such investigations will include notifications in accordance with CCA policy and contract requirements.

Any CCA employee who knows of or reasonably suspects violations of policy or suspected criminal behavior must report these facts to the appropriate supervisor. All serious incidents involving Idaho offenders will be investigated in accordance with established facility incident reporting procedures and IDOC SOP 105.02.01.001 General Reporting and Investigation of Major Incidents. A report will be provided to



the IDOC Contract Monitor as soon as reasonably possible. CCA acknowledges that the IDOC has the right to investigate all escapes, serious crimes, serious injuries, use of force incidents, sentinel events and other incidents pertaining to Idaho offenders incarcerated at the facility.

The Kit Carson facility has assigned a full-time Investigator to conduct internal investigations of staff and offenders in accordance with procedures as set forth in facility policy. In conducting an investigation, the Investigator will utilize incident reports, the offender telephone system, video surveillance, informants and local law enforcement, if necessary. All investigative techniques will be conducted in a manner keeping with generally accepted practices and security protocols. All information gathered through the course of the investigation will be considered confidential and will only be discussed with appropriate personnel. The completed investigation will be provided to the facility Warden for review.

All criminal activity will be reported to the appropriate law enforcement investigative agency or other local authorities in accordance with applicable regulations and facility policies.

Custody of Evidence

Facility policy and procedure detail the methods for handling, storing and disposing of property seized as evidence, whether used in violation of facility rules or in conjunction with a potential criminal offense. Employees finding and taking custody of physical evidence must properly package and tag the evidence prior to placing it into the designated authority's secure evidence area for storage. A detailed incident report, along with a receipt for the property and a chain of custody form, will be attached to the evidence prior to it being placed into the secure evidence area. Any criminal evidence that will be presented at any administrative hearing will be photographed prior to being placed into the secure evidence area. Evidence may be disposed of after adjudication by either returning the evidence to its owner or destroying the evidence in accordance with policy guidelines.

Additional procedures pertaining to evidence and the chain of custody are described in Subsection 2.7.9 (ME) Custody of Evidence.

2.7.1 Department Right to Investigate

The Department retains the right to investigate all escapes, serious crimes, serious injuries, Use of Force incidents, sentinel events, and other incidents. The Contractor shall cooperate fully with the investigation or fact finding, and provide all related documentation upon IDOC's request in a timely manner.

CCA understands and agrees to comply with these requirements.



2.7.2 (ME) Post Orders

Proposals shall contain post orders from the Proposer's Facility or Most Comparable Facility ("MCF") for the control center post, shift commander, one (1) housing unit security post, and all armed posts.

CCA understands and agrees to comply with this requirement.

All CCA Correctional Officer security posts listed on the Staffing Patterns (see Subsection 3.8.1 (ME) Staffing Pattern and Posts) have corresponding Post Orders to delineate the responsibilities of the officer in charge at each post and the general and specific duties. CCA has provided the current Post Orders for the Kit Carson facility for the following posts: control center, shift commander, one (1) housing unit security post and all armed posts. These Post Orders are located under Appendix 1.

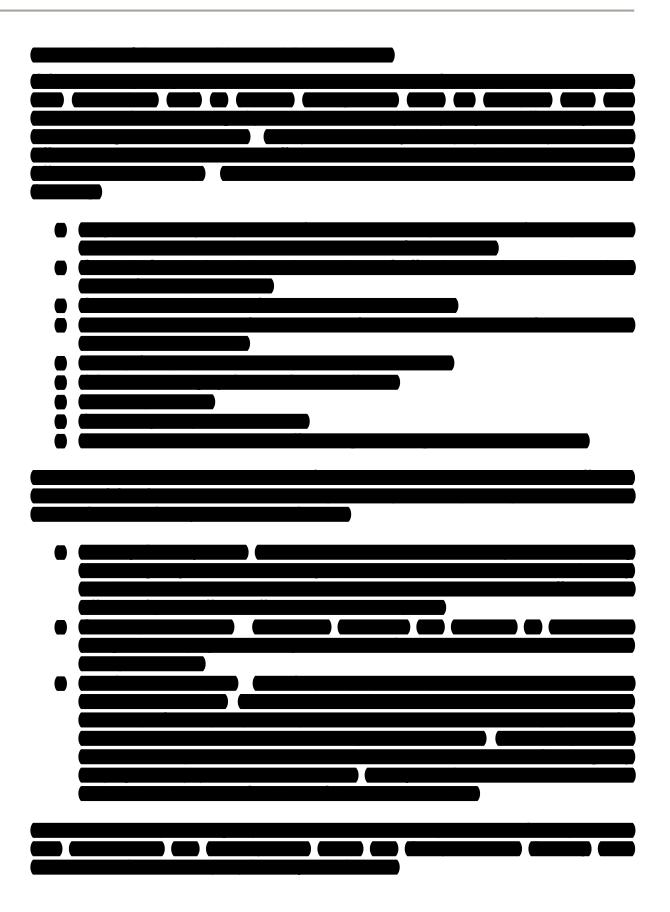
2.7.3 Counts

The Contractor shall submit daily counts, as determined by IDOC, via email to the Contract Monitor or designee.

CCA understands and agrees to comply with this requirement.

Information pertaining to offender counts at the facility is described in Section 2.7 (ME) Security and Control.





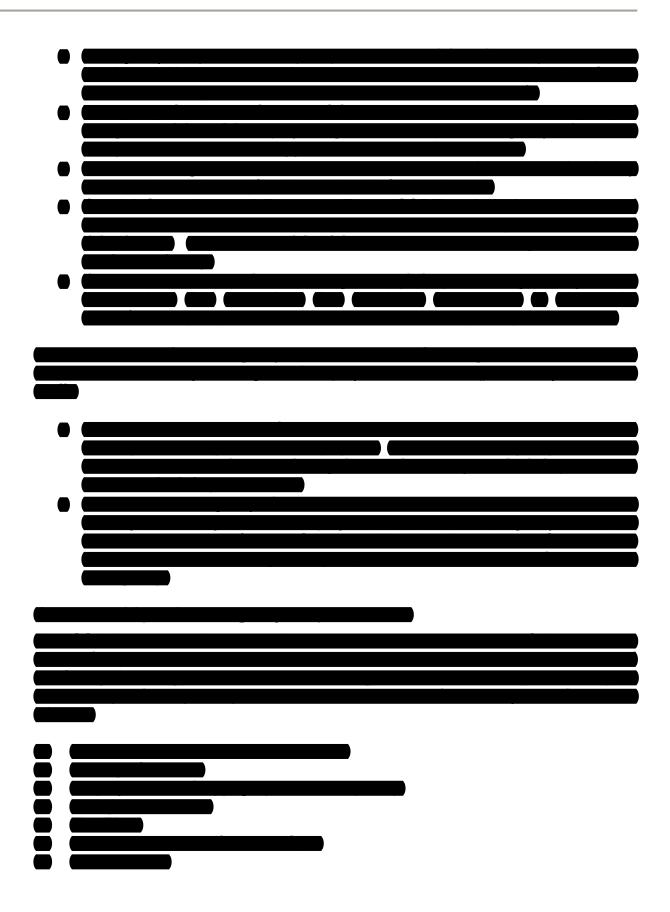


Notification to Key Stakeholders

CCA will notify key stakeholders of escapes, riots, disturbances, etc. in accordance with IDOC's SOP 105.02.01.001, General Reporting and Investigation of Major Incidents and CCA Policy 5-1, Incident Reporting. CCA will immediately notify the IDOC Contract Monitor of an emergency incident by telephone. This notification will be followed by distribution of the 105 Incident Notification Report as required by IDOC SOP 105.02.01.001. CCA's FSC senior staff will be notified by telephone according to CCA Policy 5-1.



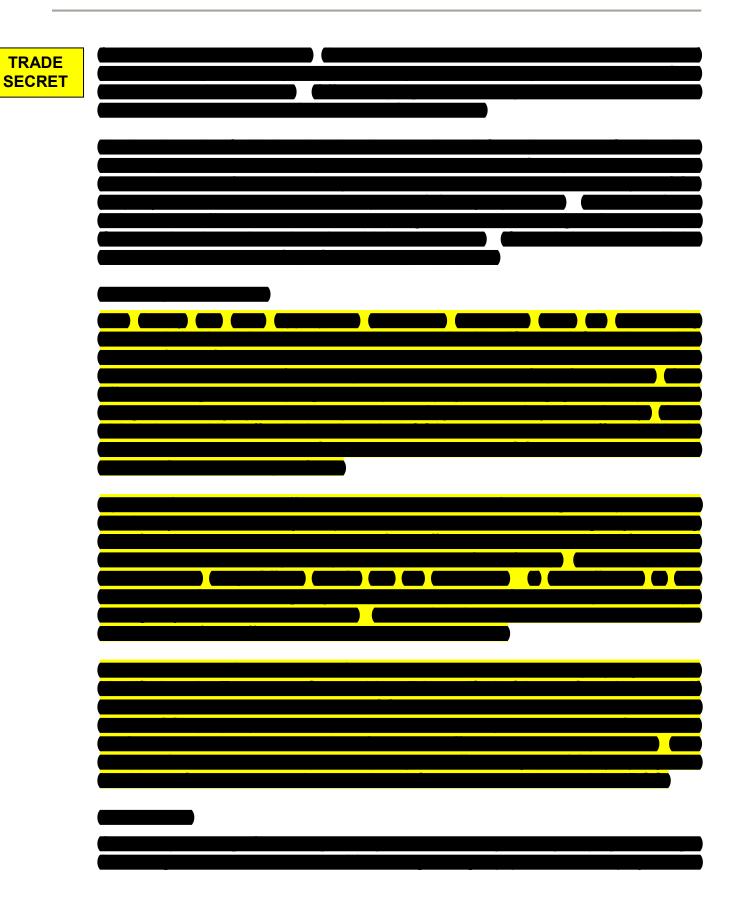








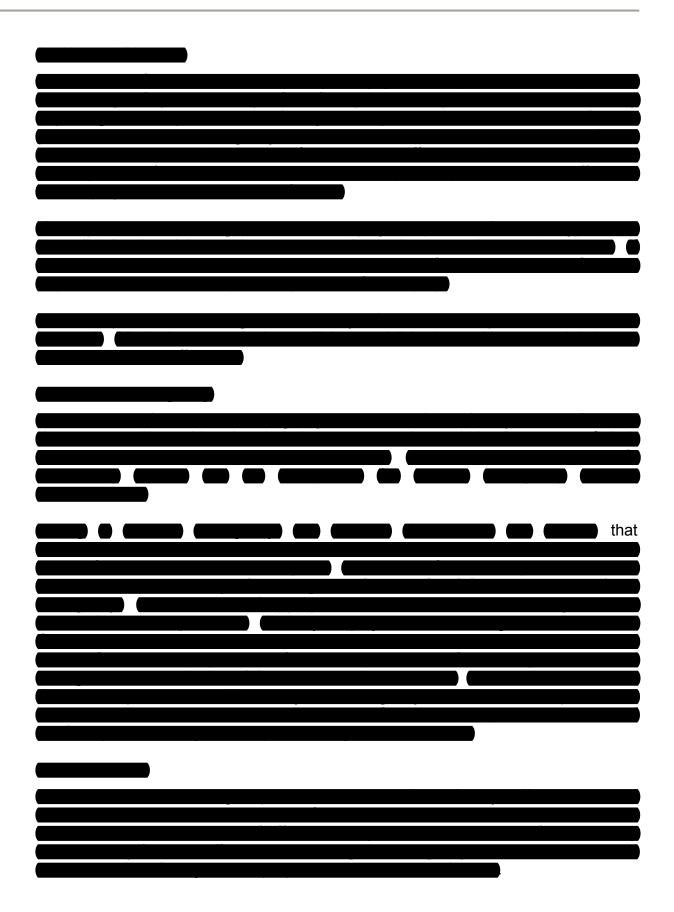




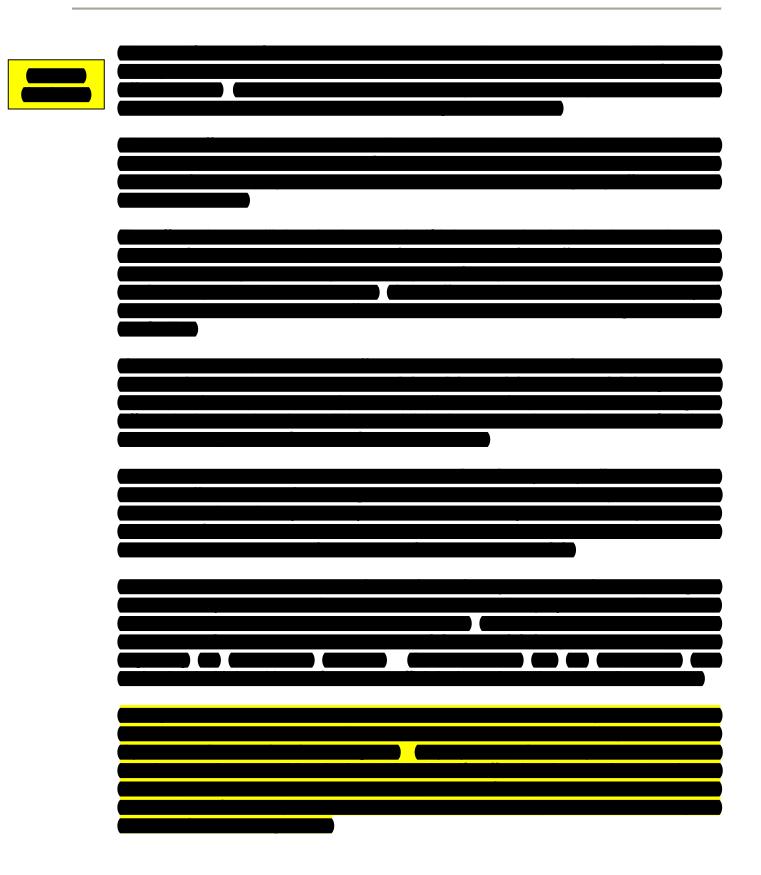




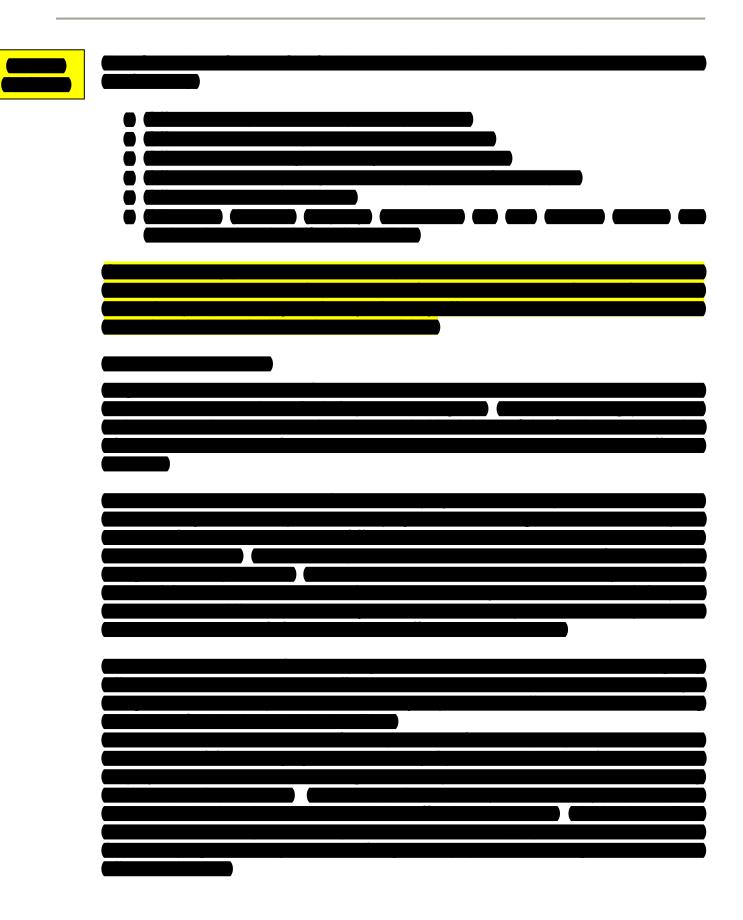




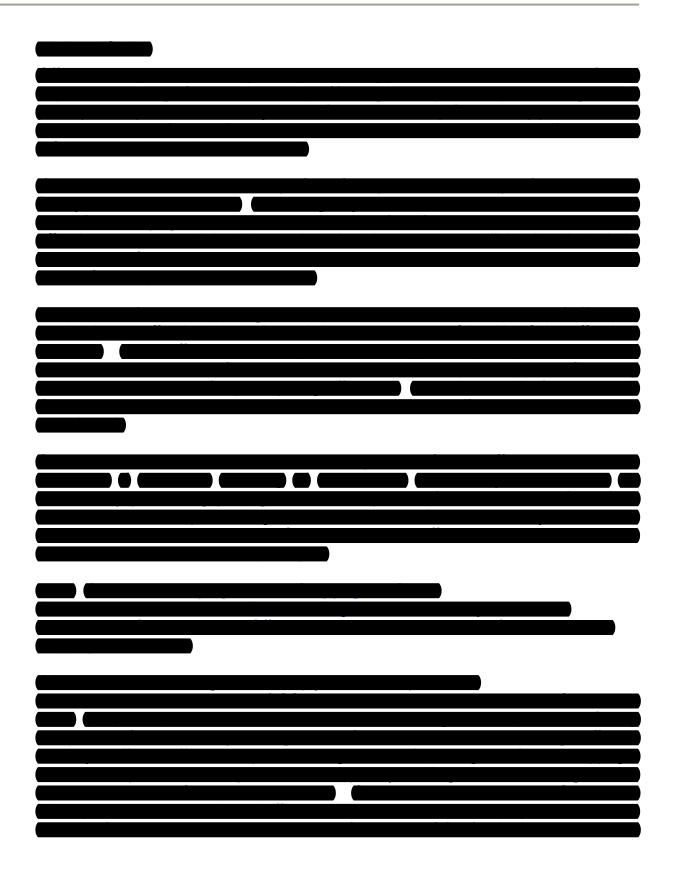




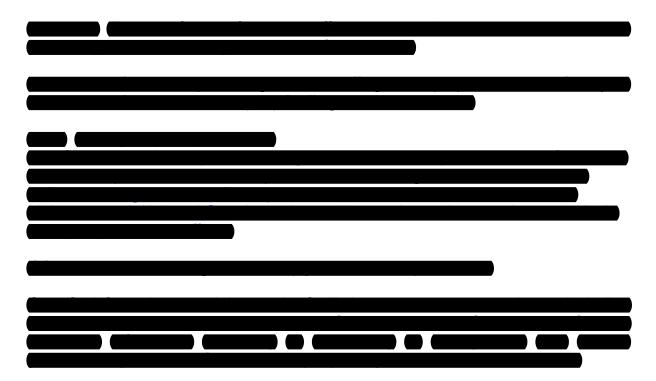












2.7.7 (ME) Use of Force

The Contractor must comply with IDOC Policy 307 Use of Force, SOP 307.02.01.001 Use of Force, and Policy 308 Prohibition of Corporal Punishment on Offenders. The Contractor's employees may only use force upon Idaho Offenders as authorized by and in accordance with Operating Standards, including without limitation, the above stated IDOC policies and SOP. Within such guidelines, force may be used by the Contractor's employees to secure or control Offenders while on the grounds of the Facility, while transporting Offenders, or while providing off-site security. These policies can be viewed via the internet at www.idoc.idaho.gov. Use of Force policy and SOP provides guidelines regarding the following: levels of force and when each level is authorized; equipment that the IDOC has authorized; and reporting requirements. Use of Force policy and SOP describes force as being either reactive or planned, and requires that planned use of force situations be recorded with a video/audio camera. All use of force video recordings shall be made available to the IDOC immediately upon request. The Contractor shall document and report all uses of force in accordance with the requirements herein.

Upon contract award, the Contractor will provide the IDOC its proof of compliance with firearms licensing and registration laws; and plan for implementing IDOC use of force protocols to include Less Lethal Force technology, chemical agents, equipment, policy and procedure, certification(s), and training. This plan is subject to review and approval by the IDOC.

The Proposer shall describe how this subsection will be accomplished. The Contractor's use of force equipment and any use of force procedures or policies that are in addition to or supplement IDOC use of force policies and SOP are subject to review and approval by IDOC. The Contractor and its employees shall meet all



requirements set forth by federal, state and local law, for the carrying and use of weapons.

CCA understands and agrees to comply with these requirements.

Every effort will be made to prevent and defuse situations that could require the use of force at a CCA facility. If at all possible, non-forceful means will be attempted before using force as a last resort. When verbal interventions have been used or found to be impractical, use of force is justified to maintain or restore facility safety, security and control. The method(s) of force employed will be the most limited and humane possible under the circumstances and in compliance with IDOC policy as stated above.

Upon contract award, CCA will provide a plan for implementing IDOC use of force protocols and proof of compliance with firearms licensing and registration laws. A summary of that plan is outlined below.

Firearms Licensing and Registration: Colorado law prescribes limited circumstances under which a firearm permit may be required (Colorado Revised Statutes 18-12-101 et seq). To the extent those provisions are applicable to CCA's operations in Colorado, CCA is fully compliant and will provide documentation of compliance upon contract award. The Kit Carson facility will continue to maintain the appropriate firearms licensing and documentation in compliance with applicable provisions of Colorado law. Consistent with state and federal law, firearms used in the performance of CCA Colorado-based contracts are considered property of the facility associated with each contract. Employees, contractors and others are prohibited from using their personal firearms in the performance of their CCA duties.

CCA also maintains a system-wide inventory of all CCA firearms. The inventory is updated continuously and cross-validated at least once annually. The Kit Carson facility participates fully in the maintenance of that inventory, further assuring that firearm recordkeeping supports national and state-by-state compliance with applicable law for safekeeping, licensing, permitting, transfer and destruction of firearms.

<u>Plan to Implement IDOC Guidelines and Protocols</u>: Staff will be authorized to use force only as procedures for its use have been specifically set out in IDOC policy and SOPs and when employees have been trained in its use. All security and custody personnel will be trained in approved IDOC methods of self-defense and the use of force as a last resort to control offenders. CCA's plan to implement IDOC guidelines in accordance with contract requirements will include the following:

 A training plan outlining the training requirements for IDOC use of force and specific training requirements for the required equipment and weapons;



- Lesson plans in conjunction with the training courses outlined in the training plan;
- A copy of certification requirements and firearms renewal time frames; and
- An outline of the certification documentation process. Before weapons or equipment can be issued, the appropriate personnel must verify certification.

As the Department is aware, CCA has a long-term partnership with the IDOC, housing offenders both in the State of Idaho and out of state. We currently contract with the Department to house adult male offenders within the State of Idaho at the Idaho Correctional Center (ICC) where IDOC's use of force policies are presently in place. CCA's proposed Kit Carson facility can benefit from ICC's experience with the IDOC's procedures by accessing existing ICC use of force lesson plans and experienced staff to aid in training security personnel in IDOC's use of force policies. By capitalizing on CCA's experience with the IDOC's policies, we can prepare staff at the proposed facility quickly and with a level of knowledge gleaned from our management of the ICC facility.

2.7.7.1 Use of Force – Lethal Force

The Contractor's employees may use Lethal Force only as a last resort and then only to prevent death, serious bodily harm, or to prevent an imminent escape from the Facility or from custody of an employee while being transported outside of the Facility.

CCA understands and agrees to comply with these requirements.

2.7.8 (ME) Offender Movement

The Proposer shall describe its practices for controlling and supervising Offender movement.

CCA understands and agrees to comply with these requirements.

All facility offender movement will be structured in order to ensure the safety, security and accountability of all offenders. Movement from one location to another will be controlled and supervised by staff, including individual and group offender movement to and from work and program assignments. A facility building schedule will govern the allowable times for such movements, including facility activities, meals, recreation, etc. The facility's Central Control officers monitor offender movement through CCTV cameras and provide additional control through the strategic operation of electronically locked gates and doors. General offender movement procedures are described below.

Offenders will not be allowed to enter any housing unit, cell or pod in which
they do not live, unless directed to do so in the course of their assigned job
assignment while supervised by a staff member.



- Offenders will not be allowed to leave their pods except during scheduled "pulls" or "calls" (i.e. work, school, medical and recreation) and movement times (i.e. yard and meals) and for authorized individual appointments.
- Offender movement to and from the housing units, recreation yard, maintenance and gymnasium will be conducted only during scheduled or emergency mass movements, or with a written and proper pass or under staff escort.
- Mass movement will not be allowed to begin until all officers have been posted. The officers will remain at their posts until the mass movement has been completed and announced as such. In the event of a fire, tornado or other emergency, mass movements will be conducted in accordance with emergency response procedures.
- Department heads and other key staff members who wish to meet with individual offenders for routine operational or programmatic activities must submit an appointment schedule to Unit Management.
- Security and Recreation Officers will search the recreation yards at the end of each day's movement to ensure the yard is clear of all offenders and contraband. After such searches are complete, the Officers will advise Central Control that the areas are clear and secure.
- Offenders will be allowed limited access to restricted areas (e.g. administration, mechanical rooms, storage areas, etc.) and only with a staff escort. Under no circumstances will an offender be given access to or allowed to enter the facility's Central Control.
- Offenders will be allowed free and frequent access from their assigned cells to their dayroom and back when not locked in their cells for count, at nighttime or for other security purposes.

2.7.9 (ME) Custody of Evidence

The Contractor shall ensure that a chain of custody is maintained on any evidence that might be used in an investigation, for new criminal charges, or for an IDOC investigation or review. The Proposal must describe how the requirements of this subsection will be accomplished.

CCA understands and agrees to comply with these requirements.

The facility has policies and procedures in place for ensuring that a chain of custody is maintained on evidentiary items. When any CCA employee discovers an item that may be used as criminal evidence, the evidence will be taken to the office of the Chief of Security or other designated authority and placed in an appropriate bag and labeled with the following information:

- A description of the evidence or confiscated item;
- Where the item was found;
- The name of the offender suspected of having the item;
- The name of the victim (if applicable);



- The rank and name(s) of the employee(s) recovering the evidence or confiscated item;
- The date and time of recovery; and
- The signature(s) of the recovering employee(s) verifying that all information on the label is correct.

A detailed incident report, along with a receipt for the property and a chain of custody form, will be attached to the evidence prior to it being placed into the secure evidence area. Evidence that is too large to fit into an evidence bag should be appropriately marked and placed in an area that will not alter the evidentiary value of the item. The designated facility authority will document receipt and secure the item in the secure evidence area. An offender disciplinary report will be prepared, if necessary. Any criminal evidence that will be presented at any administrative hearing will be photographed prior to being placed into the secure evidence area. If any evidence is suspected to be a controlled substance, it will be tested on-site prior to placement in a plastic bag and a chain of custody label attached.

If the evidence or confiscated item is suspected to have been used in a crime and/or if criminal charges are anticipated, the designated facility authority will notify the appropriate law enforcement agency. When practical, evidence in major crime scenes will remain undisturbed and will be photographed and videotaped by an investigator. In any case, the person removing items of evidence will complete a report detailing the circumstances surrounding the removal of the item from the crime scene. Evidence may be disposed of after adjudication by either returning the evidence to its owner or destroying the evidence in accordance with policy guidelines.

2.8 (ME) Offender Discipline

The Contractor shall resolve all disciplinary infractions, from minor infractions to serious violations, in accordance with IDOC SOP <u>318.02.01.001</u>, <u>Disciplinary Procedures</u>. The Department prefers informal resolution by the Contractor of minor disciplinary infractions, as defined in SOP 318.02.01.001, prior to the imposition of formal disciplinary actions. Once all appeal processes are exhausted at the Facility, Offenders may submit an appeal to the IDOC Contract Monitor or designee. This SOP can be viewed via the internet at www.idoc.idaho.gov. The Proposer shall describe how the requirements of this subsection will be accomplished, to include its rules of conduct.

CCA understands and agrees to comply with these requirements.

The implementation of disciplinary procedures in a correctional setting is an important tool for upholding a sense of law and order, thereby increasing safety and security and encouraging acceptable behavior. Disciplinary procedures provide a process to ensure that offender rule violations are responded to firmly, fairly and consistently and that due process requirements are followed. The facility's rules of



conduct are included in the facility Offender Handbook and provided to all offenders at intake/orientation. A copy of the rules of conduct for Kit Carson is provided in Appendix 2.

CCA has extensive experience implementing IDOC's disciplinary procedures as a result of our management of the Idaho Correctional Center in Kuna, Idaho. Using this experience as a guideline, employees at the Kit Carson facility will receive the appropriate training necessary to successfully apply Idaho's offender disciplinary procedures. Training lesson plans will be adapted to include, at a minimum, guidelines for the following:

- Informal sanctions and behavioral interventions;
- Identification of infraction hearing officers (IHO) and disciplinary hearing officers (DHO);
- Review authority and appellate authority;
- Infractions and infraction hearing processes;
- Disciplinary offense report and classes of offense;
- Disciplinary hearings;
- Formal sanctions and behavior interventions;
- Disciplinary detention;
- Time limits;
- Appeals;
- Special management units and mental health units; and
- Recording of hearings.

CCA complies with ACA standards governing the implementation of disciplinary procedures and provides training to all staff during pre-service orientation and annual in-service training. Our Staffing Patterns provide for the position of a full-time Disciplinary Hearing Officer dedicated to administering the facility's disciplinary offense program. Training for DHOs, IHOs and staff hearing assistants will be conducted in accordance with the Department disciplinary coordinator/designee.

CCA encourages the informal resolution of minor incidents. The disciplinary system will not be used to harass offenders in any manner to include, but not limited to, harassment based on race, color, religion, gender, marital status, national or ethnic origin, age, veterans' status, mental or physical disability or sexual orientation. However, infraction or disciplinary actions will be taken if an offender violates IDOC rules, policies, procedures, state laws, etc. regardless of personal attributes. The disciplinary system will not be used as retaliation for an offender's use of the grievance process.

2.9 (ME) Restrictive Housing

The Contractor shall operate a restrictive housing unit(s) that shall house Offenders placed in long-term and short-term segregation. Offenders in restrictive housing



must be provided mental health services in accordance with NCCHC Mental Health Standards. The Contractor shall comply with IDOC SOP <u>319.02.01.001</u>, <u>Restrictive Housing</u>. This SOP can be viewed via the internet at <u>www.idoc.idaho.gov</u>. The Restrictive Housing SOP provides guidelines regarding the following: restrictive housing placement guidelines and conditions of confinement. The Proposer shall describe how the requirements of this subsection will be accomplished.

CCA understands and agrees to comply with these requirements.

CCA's proposed facility provides a restrictive housing unit that separates offenders from the general population who require administrative segregation, disciplinary detention, protective custody, transit, segregation pending investigation and prehearing segregation. This unit is operated in accordance with ACA standards and will comply with all NCCHC standards pertaining to mental health services while offenders are placed in restrictive housing.

CCA's training program includes instruction in procedures pertaining to restrictive housing. Where procedures may vary, lesson plans will be adapted to include special procedures pertaining to IDOC SOP 319.02.01.001 regarding referral and placement of IDOC offenders to restrictive housing, staff responsibilities and the conditions of confinement and timelines that apply. Similarly, mental health staff will be trained according to and will comply with all standards pertaining to NCCHC, including those concerning mental health care and offenders placed in restrictive housing, along with procedures required by IDOC SOP 319.02.01.001.

Facility quality assurance staff will provide compliance monitoring to ensure that procedures are in place and administered in accordance with IDOC's SOP and contract requirements. Regular safety and sanitation inspections will be conducted in accordance with ACA standards to ensure that conditions remain safe, clean and humane. Healthcare staff, to include mental health staff, will make regular rounds through the unit to deliver treatment and care in compliance with ACA and NCCHC standards. These services will include continuity of care for patients already assigned to a mental health caseload, as well as regular monitoring of all offenders in restrictive housing according to accreditation standard guidelines to identify persons in need of services and initiate mental health care as appropriate. Offenders receiving treatment for mental health conditions will be seen in the Health Services department. Proper security measures will be implemented to safely escort offender/patients to the medical treatment room.

Supervisory staff, including facility management, will conduct regular tours of the restrictive housing unit in accordance with the Operating Standards.

2.10 (ME) Prison Rape Elimination Act (PREA)

The Contractor shall adhere to the federal Prison Rape Elimination Act. The Department reserves the right to review any report, substantiated or



unsubstantiated, of sexual misconduct that occurs at the Facility, to include sexual misconduct by the Contractor's employees.

The Proposer shall describe how the requirements of this subsection shall be accomplished to include how it shall reduce the risk of sexual misconduct between Offenders, between Offenders and employees / volunteers, and the methods to be used by Offenders to report rape, sexual threats, and sexual misconduct.

CCA understands and agrees to comply with these requirements.

CCA takes a "zero tolerance" approach to offender sexual abuse. Since the creation of proposed national standards to eliminate prison sexual assaults, CCA has taken a

leadership position on this important public policy issue. We have proactively adopted and in some cases exceeded - many of the national PREA (Prison Rape Elimination Act) standards and best practices. CCA has comprehensive developed policies and procedures to report and reduce the risk of sexual misconduct through our Sexual Abuse Response Prevention and Program. Additionally, with the recent ruling by the Department of Justice (DOJ) finalizing the national standards on this topic, CCA will further



analyze and scrutinize our procedures to ensure the implementation of the standards in direct compliance with the DOJ ruling. Key features of CCA's PREA program, including procedures for prevention and methods for offenders to report sexual abuse, consist of the following:

- A facility Sexual Abuse and Response Team (SART) comprised of at least the following individuals: one (1) coordinator, one (1) medical staff, one (1) security staff, one (1) mental health professional and one (1) person designated as the facility victim services coordinator;
- A facility SART Coordinator, appointed by the facility Warden, who maintains responsibility for the Sexual Abuse Response and Prevention Program. He/she must hold a management level position and provide supervisory oversight to ensure the coordination of facility departments in the prevention, detection, intervention, investigation and discipline/prosecution aspects as specified in CCA policy;
- Orientation and in-service training for employees that includes behavior and statistical indicators that may help to identify predators and potential victims;
- Intake processes to properly identify potential victims and predators and classification systems to track, monitor and appropriately house such individuals;



- Offender training conducted during orientation and then on an annual basis.
 Offenders will receive information about offender-on-offender sexual abuse, self-protection from sexual abuse, how to safely report incidents or threats, and treatment and counseling services available;
- Awareness efforts (such as posters conspicuously placed throughout our facilities) that emphasize CCA's zero tolerance approach and encourage employees and offenders to report allegations of sexual assault or harassment;
- Methods for offenders to report sexual abuse including:
 - o verbally telling any employee, including the facility Chaplain;
 - submitting a request to meet with a Health Services representative and/or reporting to a Health Services staff member during sick call;
 - o forwarding a letter to the Warden, sealing and marking it "confidential";
 - calling or writing someone outside the facility who can notify facility administrative staff;
 - o forwarding a letter to security staff, sealing and marking it "confidential";
 - forwarding a letter to the Managing Director, Facility Operations, at CCA's headquarters office; or
 - o calling the facility's twenty-four (24) hour toll free telephone number.
- Management oversight of the program through a PREA committee consisting of company officers and healthcare, legal and corrections professionals;
- Review by the PREA committee of every allegation of sexual abuse at a CCA facility – from receipt of the incident report through investigation and enforcement of application policies – as well as referral to enforcement where appropriate;
- Auditing of compliance with our standards and procedures by CCA's Quality Assurance team; and
- Regular oversight by the company's Board of Directors, including quarterly review of key program information.

2.11 (ME) Grievance Procedure

The Proposer shall describe its Offender grievance system, to include an informal problem solving process, identification of a position assigned as grievance coordinator, and a description of the grievance coordinator's duties. The Contractor's grievance policy and procedures are subject to approval of the IDOC. Offenders may submit a grievance/appeal to the IDOC Contract Monitor, or designee, for grievances pertaining to issues within IDOC's control.

CCA understands and agrees to comply with these requirements.

CCA provides a means for all offenders to address complaints regarding facility conditions, treatment and policies and procedures through an offender grievance system in accordance with ACA standards. All employees receive training on the facility's grievance policy in orientation and in-service training.



Grievance procedures include access to grievance forms, consideration of the grievance by an impartial party, confidentiality measures, appeals and time limits for filing, responding and appealing grievances. Offenders will not be subject to retaliation, reprisal, harassment or discipline for use or participation in the grievance procedure.

A summary of the facility's grievance system is provided below followed by identification of a position assigned as Grievance Coordinator and associated duties.

<u>Informal Grievance Process</u>: With the exception of emergency grievances, offenders are required to utilize the informal resolution process concerning questions, disputes or complaints prior to the submission of a formal grievance. If an offender is not satisfied with the results of the informal resolution process, he may file a formal grievance.

An Informal Resolution form will be utilized to initiate the informal resolution process. Forms are submitted through the facility mail or in person to the appropriate unit management staff or qualified health services staff when pertaining to healthcare. Only qualified health services staff are authorized to provide responses to any questions, disputes or complaints regarding medical care and treatment. Informal Resolution forms must be submitted within seven (7) calendar days of the alleged incident.

The staff member assigned to complete the informal resolution process will be responsible for the following:

- Conducting an initial meeting with the offender to discuss the issue;
- Meeting with all staff members involved with the issue;
- Researching necessary information to determine if a remedy is possible;
- Developing a response to present to the offender in an attempt to resolve the issue informally;
- Ensuring the offender receives a copy of the completed Informal Resolution form at the time the response is provided; and
- Ensuring any remedies agreed upon are completed.

The total time for the informal resolution process will be no more than fifteen (15) calendar days from the date the form was submitted through the date the response was presented to the offender, unless unusual circumstances are present. In the event unusual circumstances (e.g. inability to contact a critical staff member for the investigation process, facility on lock down status, etc.) prohibit the ability to meet time guidelines, the assigned staff member will provide the offender with written documentation extending the response deadline.



In the event the offender is not satisfied with the response to the informal grievance, he will have five (5) calendar days to submit a formal grievance to the Grievance Officer. In the event the offender pursues a formal grievance, he will be required to attach a copy of the Informal Resolution form to the formal Offender Grievance form.

<u>Formal Grievance Process</u>: The offender must use the facility's Offender Grievance form to file a formal grievance. Forms utilized in the grievance process will be readily available to offenders in the unit. Staff will be accessible to provide assistance with completing a grievance form if needed. The completed grievance should be placed in a sealed envelope marked "Grievance" and placed in the designated grievance mail box. The Grievance Coordinator will check the grievance mail boxes daily, excluding weekends and holidays.

After ensuring that the formal grievance is correctly submitted and that required documentation is attached, the Grievance Coordinator will assign a number to the formal grievance, document it on the Facility Grievance Log and forward the formal grievance to the appropriate staff member for a response.

Each formal grievance will be responded to by including a written explanation for approval/disapproval. Unless a time extension has been granted, the offender will receive a response to the formal grievance within fifteen (15) calendar days of submission. The total time for the formal grievance process will be no more than fifty (50) days from filing to a final appeal decision, unless unusual circumstances are present.

Consideration by an Impartial Party: The Grievance Coordinator is responsible to ensure that resolution of a grievance is reached in an impartial manner. Formal grievance resolution will be determined by the appropriate department head in relation to the formal grievance unless the grievance pertains to the department head, in which case a different department head will be designated. For example, grievances related to medical care and treatment would be forwarded to the Health Services Administrator, grievances related to classification would be forwarded to unit staff, etc. The resolution process will afford the offender the opportunity for meaningful remedy. Remedies cover a broad range of reasonable and effective resolutions.

<u>Confidentiality</u>: Grievances are considered special correspondence. If a sealed envelope is labeled "Grievance" and addressed to the Grievance Coordinator, it will not be opened for inspection unless there is reasonable suspicion that the sealed envelope contains contraband.

<u>Appeals</u>: If an offender is not satisfied with the decision of a grievance, he may complete the appeal section of the grievance form and resubmit the grievance. Offenders are entitled to appeal all adverse decisions, even those made on a purely procedural basis, including the expiration of a time limit. The offender must file the



appeal within five (5) calendar days of the response date listed on the offender grievance form. In accordance with RFP requirements, offenders may submit a grievance/appeal to the IDOC Contract Monitor/designee for grievances pertaining to issues within IDOC's control.

<u>Time Limits/Emergency Grievances</u>: Facility procedures provide time limits on each step of the grievance filing process – informal, formal, emergency and appeals. If the subject matter of a grievance is such that compliance with the regular time guidelines would subject the offender to risk of personal injury, he may request that the grievance be considered an emergency grievance. The emergency grievance must detail the basis for requiring an immediate response. When the grievance is of an emergency nature, utilization of the informal resolution process is not required.

In certain instances it may be necessary to extend response deadlines to allow for a more complete investigation of the claim(s). The time extension will be determined by the Warden and will not exceed fifteen (15) calendar days.

<u>Assigned Grievance Position</u>: The facility has a full-time staff position dedicated to serve as the Grievance Coordinator who is responsible for tracking and management of the grievance process. Position duties include the following:

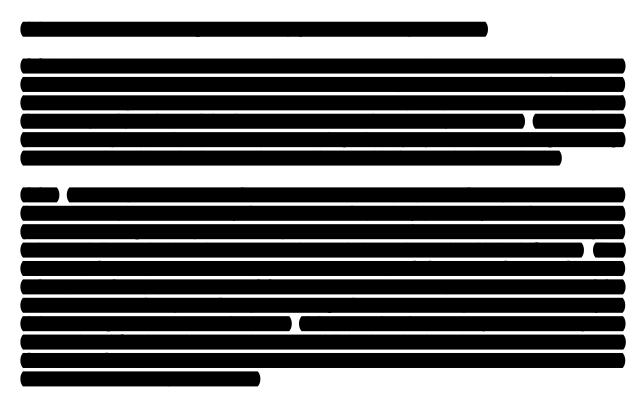
- Receive, evaluate and process offender grievances in accordance with established policies, procedures and/or contract requirements;
- Prepare written response to grievances as necessary;
- Compile, prepare and accurately maintain on a current basis a variety of standard operating records and reports, to include grievances processed and their disposition, in accordance with policies, procedures, regulations, laws, standards and/or contract; process all reports and documents in a timely manner:
- Thoroughly, neatly and legibly complete required forms or records; and
- Initiate and complete investigations and inquiries with accuracy by gathering information and evidence, interviewing and obtaining the statements of witnesses, suspects and confidential informers; exercise independent judgment by determining when probable cause exists to recommend disciplinary action.

2.12 (ME) Food Service

The Contractor shall provide meals that are nutritionally balanced, well planned, and meets the nationally recommended allowances for basic nutrition. The Contractor shall provide food service for all Offenders in compliance with National Commission on Correctional Healthcare (NCCHC) Standards, and federal, state, and local requirements regarding sanitation, safety, food preparation, handling, serving, storage, and nutritional adequacy. The Proposer must describe its meal schedule, frequency of meals, time allotted to consume meals, where meals are served,



provision of special or holiday meals, and meals for restrictive housing unit(s), nutritional and caloric menu composition, and special or therapeutic diets.



Trinity has approximately 400 customers in food/commissary/laundry services in a variety of corrections oriented programs across the United States. Its variety of accounts includes county and city agencies, statewide departments of correction, partnership corrections providers such as CCA and numerous rehabilitation sites for alcohol treatment, Meals on Wheels, homeless shelters, etc.

Trinity offers an extensive support system for CCA with a dedicated Vice President and support team solely devoted to the support of the CCA facilities nationwide. Reporting to the Vice President are six District Managers, a Director of Operations, a Registered Dietitian and an Administrative Assistant, also solely dedicated to the CCA operations. Trinity provides a Food Service Manager at the proposed facility and food service personnel as identified in CCA's Staffing Patterns in Section 3.8.1 Staffing Pattern and Posts. All of the individuals responsible for servicing the contract resulting from this RFP have experience in both the food service industry and the corrections industry. Direct monitoring of Trinity's food service operations is maintained by facility management with additional oversight provided at CCA's FSC by our Senior Director of Food Services.

<u>Meal Schedules</u>: The meal schedules in place at the proposed facility are provided below. The times provided indicate the times when meal service will begin. While meals are also provided to offenders being housed at the facility from another state



jurisdiction, offenders will be rotated through the facility's regular meal schedules without cross contact (this does not include offenders who may be serving food from the kitchen at the dining hall's tray window; however, contact is minimal as the tray window provides only a small opening to allow the passing through of meal trays. Offenders serving or being served are generally out of view.). Meal schedules are subject to change based on the facility building schedule and facility need. The current meal schedule is breakfast at 6:20 a.m., lunch at 11:25 a.m. and dinner at 4:30 p.m.

<u>Frequency of Meals</u>: In compliance with ACA standards, at least three (3) meals (including two [2] hot meals) will be provided at regular meal times during each twenty-four (24) hour period, with no more than fourteen (14) hours between the evening meal and breakfast.

<u>Time Allotted to Consume Meals</u>: In compliance with the Operating Standards, offenders will be provided at least twenty (20) minutes to consume meals.

Where Meals will be Served: General population offenders will be served meals in the facility dining hall under employee supervision and in a manner that meets established governmental and safety codes while adhering to required standards. Offenders will be scheduled to eat in such a way that the dining room is never overcrowded and can be easily supervised. Meals served outside the dining area will be identical to those served inside unless they are sack lunches prepared for offenders in transport. Offenders in restricted housing will be fed in their unit as appropriate.

<u>Provision of Special or Holiday Meals</u>: Variations may be made on weekends and holidays to add variety and better accommodate the offender population, while ensuring that basic nutritional goals are met. A sample menu for special or holiday meals is provided in Appendix 3.

Meals for Restrictive Housing Unit(s): Offenders being housed in a restrictive housing unit will be provided the same meals as offenders in general population. Food will not be withheld nor the standard menu varied as a disciplinary sanction against an individual offender. Offenders on suicide watch or close observation will be provided meals in accordance with procedural guidelines pertaining to use of utensils, etc.

Nutritional and Caloric Menu Composition: The Food Service Manager will prepare advance master menus and forward them to a qualified dietitian or nutritionist for nutritional analysis and approval. The analysis will include all therapeutic and special diets. In accordance with NCCHC standards, a registered or licensed dietician will review regular and medical diets for nutritional adequacy at least every six (6) months and whenever a substantial change in the menus is made. Nutritional and caloric menu composition is provided along with the facility menus in Appendix



3. Menu documents have been provided in their original Microsoft Office format, along with Adobe Acrobat pdf versions in order to capture the authorizing signatures.

<u>Special or Therapeutic Diets</u>: Special/therapeutic diets will be provided as prescribed by appropriate clinicians. Special/therapeutic diets will be prepared and served to offenders according to the orders of the treating clinician or as directed by the responsible health authority. Offenders on any special/therapeutic diet will be monitored regularly to ensure compliance with the prescribed diet. A copy of the written diet prescription will be maintained in the Food Service department for the duration of the prescribed diet.

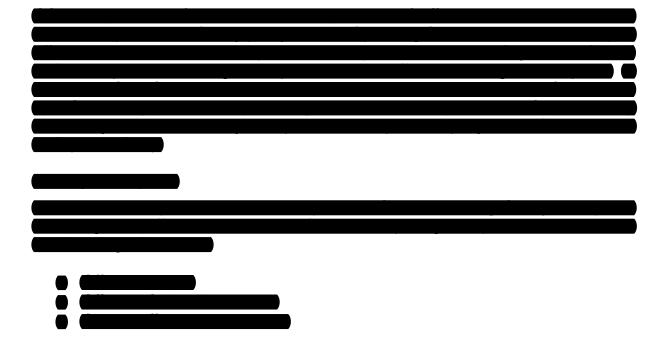
Religious diets will be provided for offenders whose religious beliefs require adherence to religious dietary laws. Religious diets will be approved by the recognized facility religious authority.

Menus for special/therapeutic and religious diets are provided in Appendix 3.

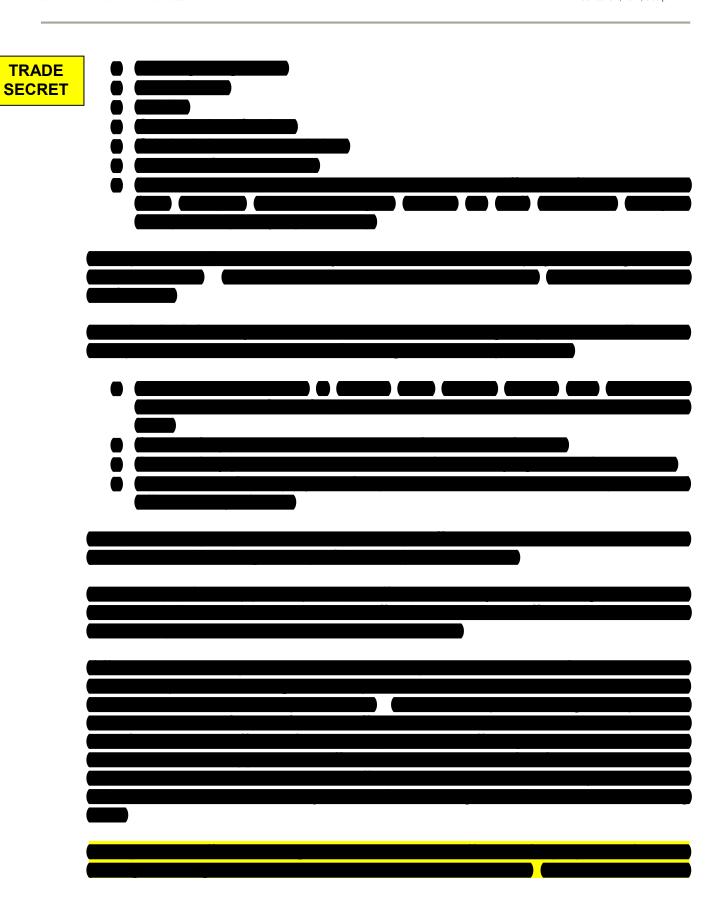
2.13 (ME) Transportation of Offenders

The Contractor shall provide for all transportation of Offenders, including transportation to and from Idaho and the Facility. Except as otherwise agreed to in writing by the parties, the State shall provide all transport to and from court appearances in Idaho. At its sole expense, the Contractor shall provide all transport to and from court appearances arising from incidents at the Facility. The Proposal shall describe the Proposer's transportation security plan.

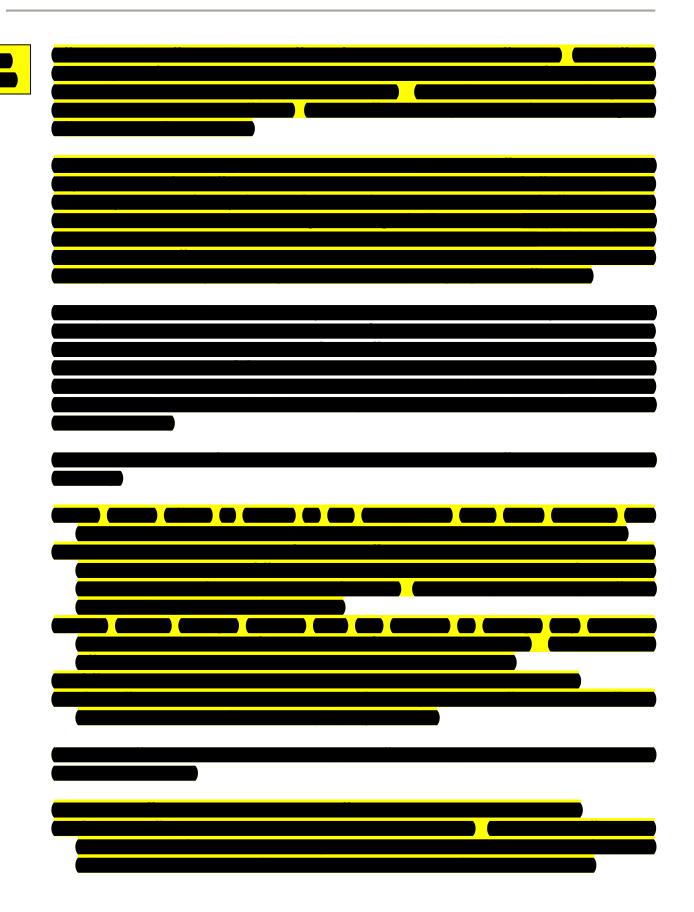
CCA understands and agrees to comply with these requirements.













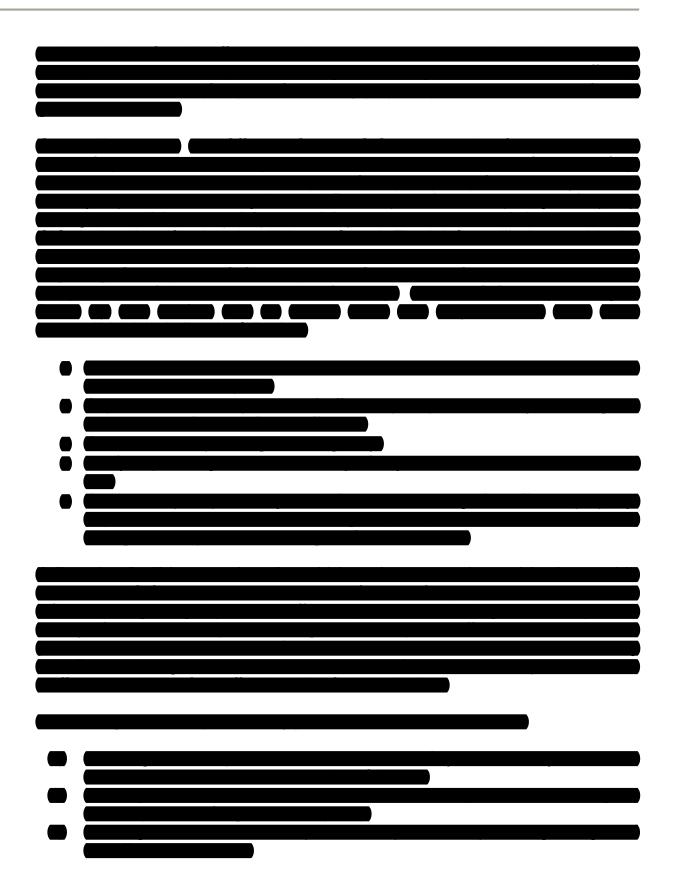


TransCor Interstate Transports

Founded in 1990 and acquired by CCA in 1994, TransCor is the nation's largest, most experienced prisoner transportation company, having surpassed its one millionth prisoner transport. TransCor's professional services assure timely, cost-effective and safe offender transportation. Operating a fleet of over 85 specially modified and equipped vehicles, TransCor uses a nationwide ground network to move prisoners from coast to coast, with the expertise of more than 180 transportation personnel consisting of specially trained extradition agents, logistics professionals, mechanics, training staff and trip planners. The company transports all security levels, male and female, adult and juvenile, by ground and air using commercial and charter aircraft.

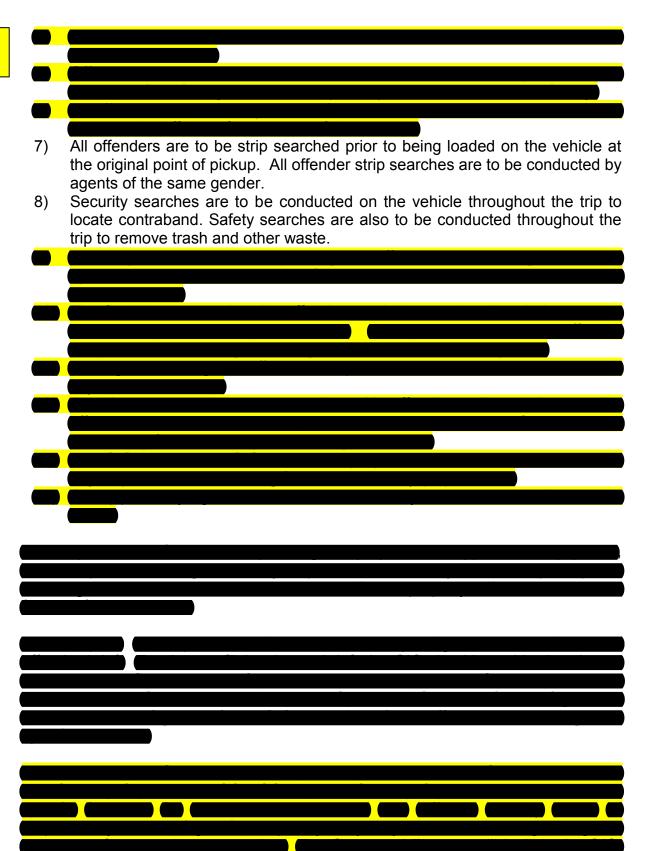
TransCor will provide the initial and regularly scheduled transports for Idaho offenders in accordance with TransCor's transportation policies (local transportation will be provided in accordance with facility policy as outlined above). Transportation procedures comply with all applicable U.S. Department of Transportation regulations, including but not limited to drug and alcohol testing, hours of service, operator credentials, pre- and post-trip inspections, Driver Vehicle Inspection Reports and vehicle logs.







TRADE SECRET







CCA understands and agrees to comply with these requirements.

2.15 Offender Clothing

The Contractor shall provide Offenders with proper-fitting clothing, bedding, and linens. Bedding shall consist of sheets, blankets, pillow, pillowcases, and a mattress. The basic issue of clothing shall consist of three sets of clothing in accordance with Operating Standards. The Contractor shall replace clothing items as it wears out and provide seasonal changes of clothing and special purpose clothing.

CCA understands and agrees to comply with these requirements.



2.16 (ME) Offender Property

The Proposer shall describe its property policy, inventory methods, tracking, and confiscation policy. Offender property lost or damaged when in control of the Contractor shall remain the sole responsibility of the Contractor. Offenders may use the grievance process to seek reimbursement for any lost or damaged property.

CCA understands and agrees to comply with these requirements.

CCA has established specific policy guidelines governing the property, both personal and facility issued, that offenders may retain in their possession. These guidelines provide instructions on the property disposition, storage, laundering, acquisition, contraband, release and claim procedures. Offenders will only be allowed to retain personal property as authorized by policy and only in an amount that does not exceed the capacities of individual storage areas and lockers provided by the facility. The facility is required to maintain accurate and current records of offender property in order to ensure accountability and resolve loss/theft or damage claims.

<u>Inventory Methods</u>: Upon arrival at the facility, each offender will receive information regarding allowable personal property. A thorough search of the offender and his possessions will be conducted. All allowable property will be inventoried and documented to include information pertaining to condition, quantity, color, brand, size and serial number. The offender will be required to review and sign the completed Personal Property Form as verification of his property. A copy of the approved form will then be provided to the offender.

All non-allowable property will be listed on the non-allowable property form with a copy provided to the offender. Each offender will complete a property disclaimer form designating the name and address of the person who is to receive his personal property in the event of the offender's death or property abandonment. The offender may request to change the original designation at any time. The offender may designate the disposition of non-allowable property in one of the following manners:

- Destroyed by facility staff;
- Mailed to an address designated by the offender (at the expense of the offender);
- Donated to a local charity approved by the facility; or
- Picked up by an offender's visitor with prior approval of the Warden/ designee.

<u>Facility Issue</u>: Offenders will be issued suitable clean clothing, linens, mattress and pillow. All facility issued property will be given to the offender and listed on a Facility Issued Property Receipt. The offender will sign for each item issued and will be held liable for any damage to or loss of facility issued property in excess of normal wear and use. Standard issue includes multiple sets of clean clothing, bedding and linens.



Offenders will be issued special and, when appropriate, protective clothing and equipment when assigned to the facility's food service, physical plant maintenance shops and other special work details.

<u>Tracking</u>: In addition to the property, both personal and facility issued, that offenders are allowed to have upon admission, offenders may acquire additional personal property through the commissary and/or facility approved vendors. Offenders acquiring additional property will be provided an itemized receipt of these items as documentation of ownership. Offenders are required to keep all receipts of property items purchased for proof of ownership for as long as they maintain the property item.

Non-consumable items (appliances, televisions, radios, etc.) will be clearly marked with the offender's name and number. A copy of purchase receipts for all non-consumable items, regardless of where purchased, shall be forwarded to the Property Officer/designee to be added to the offender's property file.

<u>Confiscation Policy</u>: Circumstances under which property may be considered contraband and/or confiscated include the following:

- Any items in an offender's possession that have not been approved during admission, issued by the facility or purchased from the commissary/approved vendors:
- Allowable property in excess of the amount authorized by the offender's allowable personal property list;
- Property acquired by the means of sale, purchase, barter, loan, gift, store, exchange;
- Being in possession of another offender's property;
- Property that has been altered, modified or has had identifying marks removed or modified; and
- Allowable property used to cover sprinkler heads, vents, windows, walls, doors or safety or security equipment.

<u>Lost/Damaged Property</u>: Lost/stolen property claims will be investigated and, when determined valid, the facility will offer appropriate replacement or reimbursement. Only those items listed on the allowable property form will be eligible for claim investigation. In the event that an offender chooses to appeal a denied property claim, the offender must complete a Denied Property Claim Appeal and forward it to the designated property officer within seven (7) calendar days of receipt of the denied claim. In accordance with RFP requirements, offenders may also use the facility grievance process to seek reimbursement for any lost or damaged property.



2.17 Laundry

The Contractor shall provide Offender laundry services in compliance with the Operating Standards.

CCA understands and agrees to comply with this requirement.

2.18 Drug Testing

The Contractor shall maintain a drug free environment at the Facility. A minimum of five percent (5%) of the Idaho Offender population shall be tested monthly on a random basis, and the Contractor shall provide a summary of the results to the Contract Monitor. The Contractor should conduct drug testing of Offenders who are suspected of being under the influence or for cause. The Contractor is responsible for all costs of administering the drug testing program.

At a minimum, testing shall screen for the following substances at the cut off levels listed below, or at cut off levels otherwise indicated by IDOC:

- a. Methamphetamine 1000ng/ml;
- b. Cocaine metabolite 300ng/ml;
- c. THC 50 ng/ml; and
- d. Opiates 300 ng/ml.

All positive samples shall be sent to an accredited laboratory for confirmation. Laboratories shall test samples for potential adulteration using a measurement of pH, creatinine, and nitrite levels.

Reference ranges for negative samples are as follows, or in accordance with the most recent ranges established by Substance Abuse and Mental Health Services Administration (SAMHSA):

- a. Creatinine levels greater than 20 mg/dL
- b. Nitrite levels below 500
- c. pH levels between 3.5 and 11.0

CCA understands and agrees to comply with these requirements.

2.19 Offender Marriages

The IDOC Contract Monitor shall coordinate all Offender marriage requests.

CCA understands and agrees to comply with this requirement.

2.20 Telecommunication

The Contractor shall provide telecommunication access to Offenders.

CCA understands and agrees to comply with this requirement.



2.21 Commissary and Offender Banking

The Contractor shall provide a commissary for Offenders. It shall be permissible to reasonably deny an Offender access to commissary for disciplinary or medical reasons. The Contractor shall establish procedures for individual Offender commissary accounts and Offender banking accounts that accurately reflect debits and credits by Offenders. The Contractor shall provide the IDOC reports on Offender commissary purchases/accounts and Offender banking accounts upon request.

CCA understands and agrees to comply with these requirements.

2.22 Mail

The Contractor shall handle and provide delivery of Offender mail and correspondence in accordance with the Operating Standards.

CCA understands and agrees to comply with this requirement.

2.23 Religious Activities

The Contractor shall provide Offenders access to religious activities in accordance with applicable ACA Standards and the Religious Land Use and Institutionalized Persons Act. The Contractor must provide for parity among the Offender population in terms of time, space, resources, and materials for religious activities.

CCA understands and agrees to comply with these requirements.

2.24 Access to Courts

The Contractor shall provide access to courts satisfying all constitutional requirements. The Contractor shall provide use of a legal materials reference center, services of a paralegal, and make available appropriate supplies, photocopying, and notary services to enable Offenders to prepare and mail legal documentation. The IDOC shall provide access to Idaho legal materials meeting constitutional standards. The Contractor shall provide at a minimum federal materials to consist of annotated copies of 42 U.S.C. sec. 1981-1988 with current supplements, 28 U.S.C. sec. 2241-2255 with current supplement, and a current copy of the Federal Civil Judicial Procedure and Rules with current supplement.

CCA understands and agrees to comply with these requirements.

2.25 Visitation

The Contractor shall provide the opportunity, physical space, furniture, equipment, and supervision for visitation, including attorney visitation, in accordance with Operating Standards. The IDOC will run background checks for all visitors that apply to visit Idaho Offenders housed at the Facility.

CCA understands and agrees to comply with these requirements.



2.26 Sentence Computation Data

The IDOC shall provide the Contractor with essential data and information relating to computations of each Offender's sentence. This shall include, without limitation, all earned credits and discharge dates in accordance with State law, IDOC Policy, and the Offender's judgment and sentence. The Contractor shall record each Offender's time of confinement. Contractor shall forward any new or unrecorded information relating to offender's sentence the IDOC.

The final decision with respect to sentence computation shall rest with the IDOC. This is only an administrative responsibility and the IDOC shall continue to have all legal responsibility for final determination of earned credits and discharge dates. Nothing herein shall be construed to abrogate the duty of the IDOC in this regard.

CCA understands and agrees to comply with these requirements.

2.27 (ME) Offender Activity

The Contractor shall maximize the amount of time that Offenders are productively occupied outside of their living quarters during daytime hours in order to minimize idleness. The Contractor shall provide to the Offenders access to pre-GED materials and other educational materials and programs.

The Proposer must describe how the requirements of this subsection shall be accomplished, to include a sample weekly schedule. Upon contract award, the Contractor shall provide to the IDOC a master Facility schedule that includes the weekly schedule as described herein. If any changes are made to the schedule, the Contractor shall provide a revised schedule to the Contract Monitor.

CCA understands and agrees to comply with these requirements.

CCA will engage Idaho's offenders in positive activities to include education programs, work, recreation and wellness, library, hobby craft, religious services, dayroom activities, special events and other opportunities. As the current operator of Idaho Correctional Center, CCA has extensive experience in providing education and cognitive programming to meet the rehabilitative needs of Idaho's offenders, and similar professional services will be available to offenders at the proposed out-of-state facility. Courses will be taught by licensed personnel when appropriate, and they will use the greatest degree of individualization to allow for flexible enrollment and maximum performance gains. CCA practice is that written, standardized, competency-based curriculum is supported by appropriate materials and classroom resources, while business, industry and community resources are used to continuously strengthen and improve instructional programs.

For offenders who possess neither a General Educational Development (GED) certificate nor a high school diploma, CCA education programs provide multi-level academic instruction. Using assessment data and information supplied by education



and program staff, education staff place offenders in education programs that target their individual needs. The educational courses below will be tailored to meet the programmatic needs of the student population.

- English Language Learners (ELL) is designed to increase fluency levels of students lacking eighth grade English fluency. ELL students are eligible for completion certificates when standardized testing indicates an English fluency level of grade eight.
- Adult Basic Education and GED courses are designed to meet the
 educational needs of students from those at the lowest functioning level of
 academic education through those preparing to take the GED and earn
 equivalency diplomas. GED testing typically is available a minimum of four
 times per year with tests provided at no cost for qualified students.
- Computer Assisted Instruction (CAI) can be incorporated in all applicable
 areas of the academic program. Students at each level will have access to
 computers in the course of instruction. The use of a computer lab and
 skill-and-drill academic software allows students to be assigned to self-paced,
 computer-based academic instruction that facilitates dynamic progress toward
 GED acquisition.

CCA will use a standardized instrument to assess students for initial placement in available programs and to measure progress. Students also will meet with at least one member of the education staff to help identify programmatic needs and opportunities.

Professional and technical education (PTE) training programs offer offenders the opportunity to build employment potential. CCA's curricula are competency-based, and the programs lead to the award of a certificate of completion.

CCA recognizes that computer skills bring significant opportunities for employment in almost every industry, from office jobs through technical support. To accommodate those needs for Idaho offenders housed at Kit Carson, CCA will provide a computer lab and courseware leading toward Microsoft Office Specialist (MOS) certification. The MOS program is the only comprehensive, performance-based certification program approved by Microsoft to validate desktop computer skills using the Microsoft Office programs. MOS certification is the globally recognized standard for validating expertise with the Microsoft Office suite of business productivity programs. CCA has years of experience offering MOS certification to select offenders. Students typically pay for the cost of examinations. During 2011, offenders housed nationwide with CCA earned 249 Microsoft Office Specialist certifications.

As an integral part of education programming, CCA will provide access to comprehensive library services that include a reference collection containing general



and specialized materials, a planned and continuous acquisition of materials to meet the needs of the facility staff and offender population, and inter-library loan services. CCA will meet or exceed applicable ACA Standards.

The library schedule will provide access to the library and/or library materials seven (7) days a week, including evenings and weekends. Offenders in restricted housing will have access to library materials. Mobile book lending services are provided to allow offenders who are unable to visit the library to receive library services. Staffing for the library will include a qualified contract librarian who will oversee all operations of the library, library aides and offender library workers.

The total number of books in the Kit Carson library inventory is approximately 10,500 with additional materials available through an inter-library loan program. Collection composition includes classics, non-fiction (covering a variety of topics), easy-to-read, educational, books in a language other than English, large print, fiction, reference books and materials, encyclopedias and books maintained for use in the library only, as well as periodicals, including general interest, sports, news/politics and fitness. The library also will assist in satisfying the provision of offenders' legal rights, as required in Section 2.24 Access to Courts.

Additionally, CCA has experience in the delivery of numerous cognitive and life skills programs designed to prepare offenders for re-entry into their home communities. Among those programs are Cognitive Self Change (Idaho model), Thinking for a Change, anger management, parenting, employability, time management and self-help models such as AA/NA. Such programs will be provided to Idaho offenders by case managers, programs staff or volunteers as offender need and adequate facility resources are available.

Other activities to be available at the facility will include:

- Offender Work Employment of Idaho offenders will be carried out in accordance with Operating Standards. A more complete description of work activities is provided below in Section 2.28 (ME) Offender Work.
- Recreation This essential facet of any correctional activity plan is detailed in Section 2.30 (ME) Recreation.
- Hobby Craft Hobby crafts provide offenders with opportunities for artistic expression while encouraging the development of constructive leisure-time skills.
- Religious Activities The on-site facility Chaplain will ensure the provision of ACA-compliant religious services to offenders. The Chaplain also will oversee the recruitment, training and scheduling of volunteers throughout the facility.

As required by the RFP, a sample weekly schedule of offender activities is provided below. Upon contract award, a master facility schedule that includes a final version of this weekly activity schedule will be submitted.



Offender Activity Sample Weekly Schedule									
time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
0100	Dayrooms close / Facility lockdown						Dayrooms close / Facility lockdown		
0350	Kitchen worker pull	Kitchen worker pull							
0535	Kitchen / laundry worker pull / Dayrooms open	Kitchen / laundry worker pull Dayrooms open							
0745	Program & job pull	Program & job pull							
0805	Recreation pull	Recreation pull							
0925	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing		
1030	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing		
4045	Education back to	Education back to							
1045	housing Program & job pull	housing Program & job pull							
1350	Recreation pull	Recreation							
1450	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing	Voluntary rec return to housing		
1555	All offenders back to housing	All offender back to housing							
1840	Recreation pull	Recreation pull							
1850	Program pull	Program pull							
1950	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing	Recreation back to housing		
2105	Facility lockdown	Facility lockdown	Facility lockdown	Facility lockdown	Facility lockdown				

^{***}Offenders may go to the general library or religious library on a rotating basis by housing units at movement times. Law library is by appointment only.

2.28 (ME) Offender Work

Some of the Offenders shall be employed in institutional jobs as part of their daily activities in accordance with Operating Standards. To the extent possible,

^{***}Program Pulls include education, religious/volunteer services, other classes and similar activities



institutional jobs should be meaningful work that teaches job skills and duplicates community employer expectations, such as work performance evaluations, schedules, and duties. The Contractor shall not benefit financially from the labor of Offenders, nor shall any Offender ever be placed in a position of authority over another Offender. Offenders are prohibited from performing personal services for the Contractor and the Contractor's employees, subcontractors, and volunteers. Personal services include, but are not limited to, shoe shining, laundering uniforms, and haircuts.

The Proposer shall describe how the requirements of this subsection will be accomplished to include typical jobs, number of Offenders employed, number of hours worked each week for each job title, vocational skills taught, training to include job safety, and an incentive pay plan.

CCA understands and agrees to comply with these requirements.

Typical Jobs and Hours Worked

CCA's goal is to provide offenders with facility work assignments that will present the offender with learning opportunities. A variety of work assignments will be provided to give offenders an opportunity to learn job skills and develop good work habits and attitudes that can be applied to jobs in their communities after they are released. Key program components include the following:

- The facility will maintain a written plan for work and/or program assignments for offenders in the general population;
- Jobs will be available for offenders with disabilities:
- All institutional work programs will meet applicable federal, state or local work, health and safety standards;
- Offenders will have the opportunity to work in facility maintenance and operations;
- The offender workday will approximate the workday in the community; a fulltime position generally will not exceed 30-40 hours per week; and
- Offenders will not be placed in a position of authority over other offenders.

During the intake/orientation process at the facility, offenders will be provided information on how to apply for employment. Once hired, the offender will be trained by the staff supervisor. The supervisor will set his/her expectations related to work performance, work schedule and specific job duties. Job performance evaluations will be conducted on a regular basis by the staff supervisor.

Work assignments will generally parallel those found in the current job market so that offenders may obtain job skills that can be used when they are released. Offender jobs will include janitorial, clerical, maintenance, warehouse, food service, commissary, laundry, grounds work, library and tutoring. Any uniforms or special



clothing/footwear necessary for climatic or safety reasons may be issued as needed. The chart provided on the following page shows jobs by category and the number of hours to be worked each week for each job title. Up to 125 jobs will be available for the first 250 Idaho offenders at the facility. Additional jobs will be provided as successive groups of offenders arrive.

Job Titles and Number of Hours								
Typical Job Category	Typical Job Titles	Part Time Up to 29 hours/week	Full Time 30-40 hours/week					
Administration	Administration Orderly	yes	_					
Education	Teacher's Aide (Educational & Vocational)	yes	_					
	Library Aide	yes	_					
Food Service	Food Service Cook	yes	_					
	Line Server	yes	_					
	Kitchen Janitor	yes	_					
	Dishwasher/Pots and Pans	yes	_					
Housing	Unit Orderly	_	yes					
	Unit Barber	_	yes					
Institutional Labor Detail (ILD)	Captain's Crew – Janitorial	_	_					
	Education Orderly	yes	_					
Laundry	Laundry Worker	yes	_					
Maintenance	Maintenance Worker	yes	_					
Recreation	Recreation Orderly/Assistant	yes	_					
Religious Activities	Chapel Orderly/Assistant	yes	_					

Vocational Skills

The variety of jobs will provide offenders with many different types of job skills that can be used upon release. Additionally, some work assignments require the offender to have specialized instruction prior to hiring. Specific skills associated with jobs such as clerical (computer skills), masonry, plumbing and electrical wiring may be taught through the facility's professional and technical education classes. In addition to teaching offenders how to complete a job application, make independent judgments, learn effective time management skills and follow rules, additional instruction will include developing skills in the following areas:

 Clerical – Typing, filing, use of office machines/equipment, maintaining logs, checking in/out books in the library, repair of library books, compiling data;



- Janitorial Sweeping, mopping, waxing, buffing, dusting, cleaning windows/doors/walls, maintaining janitorial supplies, Material Data Safety Sheets, proper handling of cleaning and other chemicals;
- Food Service Preparing and cooking meals, labeling foods for storage, serving, understanding ingredients and measuring foods for preparation, preparing food for tray line, washing/rinsing/sanitizing pots and pans, operating dish machine, proper handling of food, proper handling of cleaning chemicals:
- Property/Commissary Loading and unloading freight, organizing, sorting, counting/stocking supplies, filling orders, making deliveries, sewing;
- Warehouse Loading/unloading freight, sorting/counting/stocking supplies, printing and duplication of documents, collating and compiling documents;
- Yard Crew Maintain landscape, raking, planting, edging, watering, mowing, general gardening, proper handling and storage of hazardous chemicals;
- Laundry Sorting, washing, drying, folding, maintaining inventory of clothing, following a schedule;
- Maintenance Painting, cleaning, welding, plumbing, electrical, general repairs, install; and
- Education Tutoring, clerical skills like those listed previously.

Job Training

The work supervisor is responsible for training the offender in the essential functions of the job for which he was hired. Additionally, the offender will receive training on safety practices, including the following:

- Proper use and handling of chemicals;
- Use of personal protective equipment (goggles, ear plugs, gloves, aprons, hair nets, etc.);
- Where to locate Material Safety Data sheets:
- Proper lifting, squatting, and bending techniques;
- Proper food handling and storage techniques;
- Cleaning and sanitation;
- Correct use of tools and other implements; and
- Disposal of flammable rags.

Incentive Pay Plan

Offenders will receive payment for performing qualified work assignments; additional incentives such as monetary compensation or other privileges may be awarded on a short-term basis for extra work performed. Payment for offender jobs will be calculated based on Idaho policy in order to better ensure consistency for offenders who are transferred to or from the out-of-state facility.



2.29 Case Management Services

The Contractor shall provide basic case management services. Case managers shall document each Offender's employment, issues with access to care, infractions, monthly face to face contacts, and any other significant events in a manner designated by the IDOC upon contract award. This manner will most likely be data entry into the Corrections Integrated System (CIS) used by the IDOC to house electronic Offender data.

CCA understands and agrees to comply with these requirements.

2.30 (ME) Recreation

The Contractor shall provide facilities, equipment, and supplies for indoor and outdoor recreational and leisure time programs. Proposals shall describe the indoor and outdoor recreational activities, and the amount of recreation time each Offender shall be provided per day/week. The type and level of activities shall be consistent with ACA and Americans with Disabilities Act (ADA) standards.

CCA understands and agrees to comply with these requirements.

Indoor/Outdoor Recreational Activities

CCA will provide adequate physical facilities (both indoor and outdoor) for recreation and leisure time activities, including equipment and supplies. A well-integrated program of active/passive indoor/outdoor activities will be afforded to all offenders, in accordance with the design program of the facility and ACA Standards, to ensure opportunities for daily exercise and constructive leisure time.

Recreational and leisure time programs involve a variety of indoor and outdoor activities, and they will include participation in community sports and events for eligible offenders. CCA's recreational program prominently features team sports to simultaneously improve development of physical and social skills. Team sports such as basketball and softball foster competition and cooperation as offenders learn to achieve success through teamwork. Offenders will have opportunities to earn recognition and awards (e.g. certificates, ribbons or commissary items) for participation in tournaments, contests or other intramural activities or at the discretion of the recreation staff.

Recreation and leisure-time activities may include the following:

Indoor Recreation

- Full or half-sized basketball court;
- Weightlifting areas (and other workout machines);
- Board games (chess, checkers, Scrabble);
- General library;
- Hobby crafts;



- Television;
- Movies;
- Video games;
- Stationary bicycles (in the housing units); and
- Pull-up bars (in the housing units).

Outdoor Recreation

- Full or half-sized basketball court;
- Volleyball court;
- Softball;
- Soccer;
- Weightlifting areas (and other workout machines);
- Walking/jogging track; and
- Pull-up bars.

Recreation activities are included in the sample weekly schedule provided in Section 2.27 (ME) Offender Activity.

A full-time employee will coordinate the recreation program at the facility. To reduce offender idleness and contribute to offender work, the recreation program will utilize an appropriate number of offender recreational aides to assist in routine duties associated with recreational activities, such as checking equipment in and out; cleaning work, equipment and storage spaces; and sanitizing equipment between uses as needed. Recreation officers also will assist in supervising recreational activities, including activities conducted at the restricted housing unit, ensuring that safety and security is maintained at all times.

<u>Recreation Times</u>: Recreation time allotted for offenders will meet or exceed ACA Standards. Both general population offenders and those in segregation will have access to a minimum of one (1) hour of recreation five (5) days per week, unless security, safety or inclement weather dictate otherwise. Offenders' out of cell time will be held in a secured recreation area.

Regular indoor and outdoor tournaments may be held to encourage participation in recreation activities such as basketball, volleyball, etc. Special recreation events may be held throughout the year to complement traditional athletic and recreational offerings.

<u>Hobby Craft</u>: CCA will offer offenders a hobby craft program that includes craft activities such as the following:

- Drawing;
- Painting;
- Beading;



- Embroidery/cross stitch; and
- Origami (paper weaving).

Specific activities may change depending on the interests of the offenders. Crafts will be developed either in the offender's cell or in the dayroom.

The safe and orderly operation of the facility is a priority when determining which materials and tools offenders are allowed. Offenders may only purchase materials from the approved catalogs using funds from their offender trust account. Craft supplies will be received from manufacturers or suppliers only. Hobby craft supplies or products cannot be traded, sold, or loaned to another offender. To maximize safety, only pre-approved materials and tools will be used.

To promote pride of accomplishment and showcase talent, facility staff may coordinate displays and donations of offender work, both in-house and within the community, before completed craft items are shipped out within a specified time frame.

Only offenders who have applied to participate and have been approved by the Unit Manager may participate in the hobby craft program. Offenders housed under restricted conditions may qualify to participate in the in-cell craft program, but the type of crafts allowed will be more limited. Offenders will be held accountable for any tools and supplies at all times.

CCA's hobby craft program will be supervised by unit staff (and volunteers when applicable), with administrative oversight by the Unit Manager. Unit staff will document each offender's participation or removal from the in-cell craft program in accordance with IDOC guidelines. To further assist in quality service delivery, offenders will be asked to provide input on a regular basis as to their interests and level of abilities.

2.31 Library

The Contractor shall provide and manage a general library for the benefit of Offenders in accordance with Operating Standards.

CCA understands and agrees to comply with this requirement.

2.32 Indigent Offenders

The Contractor shall provide for the needs of indigent Offenders in accordance with constitutional requirements and Operating Standards.

CCA understands and agrees to comply with these requirements.

2.33 Hobby Craft

The Contractor shall provide hobby craft for Offenders.



CCA understands and agrees to comply with this requirement.

2.34 Suicide Management and Prevention

The Contractor shall comply with IDOC Policy 315 Suicide Risk Management and SOP 315.02.01.001 Suicide Risk Management and Intervention Program. The Contractor's suicide risk management and prevention program shall be submitted to the IDOC for approval no later than thirty (30) days after the contract award. The Contractor shall report suicide attempts, placement on and removal from Suicide Watch, and behavioral watches (as applicable) in accordance with IDOC SOP 105.02.01.001 General Reporting and Investigation of Major Incidents. In the event of death or serious injury, the IDOC Contract Monitor must be contacted immediately. The Contractor shall maintain a log of suicide watches using the form provided by the IDOC, and submit the documentation to the Contract Monitor by the tenth (10th) calendar day of each month. If the Contractor chooses to use Offender companions, they shall be trained by the Contractor's Health Services Provider using curriculum approved by the Department.

Following release from suicide watch or observation, a follow up period is required in which a quality mental health professional has face to face contact with the Offender daily for at least seventy two (72) hours. These contacts shall be documented in the Offender's medical record utilizing a Subjective/Objective Assessment Plan (SOAP) progress note format.

These policies can be viewed via the internet at www.idoc.idaho.gov. Once a contract is executed, the Contractor shall be authorized to view these documents in their entirety. In general, the IDOC suicide risk management plan requires immediate intervention when suicide threats or ideations are present. In such cases, constant observation is required until the Offender is released from Suicide Watch by a Qualified Mental Health Professional. The suicide risk management plan requires periodic training for staff and allows for the use of Offenders to be trained as companions to help staff monitor at-risk Offenders. Reporting of major incidents requires an incident report for all suicide attempts, and when Offenders are placed on and removed from a Suicide Watch. The reports are to be provided on a web based form that is automatically distributed to IDOC administrative staff upon completion.

CCA understands and agrees to comply with these requirements.

2.34.1 (ME) Suicide Risk Management and Intervention Program

The Proposer must describe its suicide risk management and intervention program to include the staff position that shall serve as the suicide risk management liaison to the IDOC, and the minimum qualifications of that position related to suicide risk management and intervention. If the position does not have minimum qualifications specific to suicide risk management and intervention, describe how that person shall



be trained in those areas. The Proposer must describe its suicide prevention methods and how Suicide Watches shall be conducted.

CCA understands and agrees to comply with these requirements.

Increasing awareness about suicide prevention and its warning signs is of vital importance to CCA. To aid in our goal of increasing awareness and reducing potential occurrences, CCA acquired the services of an outside suicide prevention expert to develop an industry-leading approach to this critical issue. Our efforts resulted in enhanced tactics to include more intensive training of all facility employees, patient monitoring requirements, post-suicide watch follow-up requirements and an annual facility review of suicide prevention activities and opportunities for improvement. These strategies help staff better understand, identify, monitor and treat depressed and suicidal individuals, resulting in prevention of offender suicides.

CCA's approach to suicide prevention is focused on proactive recognition. In conjunction with CCA's Unit Management approach where Correctional Officers work particular units day after day (as opposed to rotating) and get to know the offenders there, suicide prevention is considered a significant principle every single day for all staff, not just for the mental health or medical professionals at each facility. The unit teams, work supervisors, security staff and others who interact with offenders are trained to identify unusual changes in an offender's routine. CCA staff focus on understanding and familiarity with individual offender behavior to allow staff to recognize when changes evolve in an offender's habits or moods.

Additionally, each facility's Suicide Prevention Plan addresses specific initiatives to meet policy requirements. A staff member is designated as the Suicide Prevention Coordinator and maintains overall responsibility for ongoing facility planning, implementation, management, training and accountability on suicide prevention. The Health Services Administrator (HSA)/designee actively participates in the development and implementation of the plan. The plan will be updated as necessary utilizing a risk assessment process to identify areas of potential risk and target the facility plan toward continuous improvement.

CCA's Suicide Prevention Plan includes the following key components:

- A facility overview addressing facility size, population, annual intakes and other facility facts that may be relevant in developing the plan;
- Areas of focus needing improvement;
- Program structure to include a suicide prevention coordinator, facility multidisciplinary taskforce, meeting schedules, drills and other structural aspects of the facility program;
- Monitoring and quality improvement activities;
- Pre-service orientation and in-service training plans;



- Review and approval from the facility's assigned CCA Regional Director, Health Services and the facility Warden/Administrator; and
- An annual review.

Suicide Risk Management Liaison

The staff position at the Kit Carson facility that will serve as the suicide risk management liaison to the IDOC is the Mental Health Coordinator. The minimum qualifications of this position require graduation from an accredited college or university with a master's degree in social work, psychology, mental health counseling or a degree in a related clinical area; five years clinical experience, including two years in a comparable job position; and appropriate certification or licensing in the state where practice occurs. As described throughout this section, CCA is acutely attuned to providing ongoing training and management of suicide risk in a correctional environment. Accordingly, the CCA Mental Health Coordinator will be required to receive training in CCA's comprehensive suicide prevention, management and risk assessment program. We would be happy to provide a copy of the program's lesson plans upon IDOC's request.

Suicide Prevention Methods

A summary of suicide prevention methods utilized in CCA's Suicide Prevention Plan is provided below.

<u>Intake Screening</u>: When receiving offenders at the facility, the initial screening process is an important method used to assess the offender's medical, mental health or suicide risk to include any observed behavior. In the event the assessment reflects medical, mental health or suicide risk, the receiving officer or intake screening nurse will notify the Health Service Department immediately. The type of information reviewed or collected by nursing staff at the time of arrival includes the following:

- Whether the offender has a history of alcohol or drug abuse, or appears to be under the influence of alcohol or drugs;
- Whether the offender has a history of mental illness, suicide attempts, or current or prior mental health treatment;
- Whether the offender reports current suicidal or homicidal ideation, intent or plan, or was making any comments that would be cause for concern;
- Whether the offender has a history of victimization or perpetrating sexual assault;
- Whether the offender appeared to be overly ashamed, embarrassed, scared, depressed or exhibited bizarre behavior;
- Whether there were any facts or circumstances surrounding the arrest and/or alleged crime that would suggest the offender to be a suicide risk; and
- Any other information that may be helpful.



The offender's prior medical, mental health and suicide risk during prior confinement will be verified through either manual or management information system review. During the full health appraisal, the Licensed Independent Provider (LIP) will evaluate any signs, symptoms or information received by the offender that may require referral to mental health staff for additional assistance. If at any time during nursing arrival intake or the LIP's full health appraisal, current or historical mental health issues are identified, the offender will be referred to and seen by a qualified mental health professional for a comprehensive mental health evaluation. The timing of this evaluation is based on acuity of patient need, but no longer than the time frames specified in accreditation standards or contractual requirements.

Ongoing Identification/Screening: The following preventive methods are employed on an ongoing basis to reduce the likelihood of an attempted suicide.

- Due to the strong association between offender suicide and special management housing assignment (e.g. disciplinary, administrative or protective custody segregation), any offender assigned to a special management unit will receive a pre-segregation health evaluation for early detection of potential suicide risk. Following this initial pre-segregation health evaluation, qualified mental health staff will conduct regular rounds and comprehensive mental health evaluations of offenders in segregation according to time frames specified in accreditation standards and customer policy requirements.
- Any employee observing potentially selfdestructive behavior (related to potential suicide) displayed by any offender will immediately notify the Health Services Department.
- Did You.

 ... just get some news that made you so upset that you may harm yourself?

 Are You.

 ...or is someone around you:

 depressed?
 angry?
 worrying over problems they can't control?
 giving away personal items?
 sleeping more than usual?
 isolating himself?
 talking about hurting himself?
 talking about hurting himself?
 showing other signs that concern you?

 Do you feel like you need to talk to someone?

 Contact any staff member for an immediate referral.
- If at any time during the day or night an offender states to any employee that
 he is in need of emergency mental health care or services, the Health
 Services Department will be contacted for further instructions regarding
 access to care.
- In all cases of attempted suicide, security personnel will immediately notify the Health Services Department, including the staff position that will serve as the suicide risk management liaison to the IDOC (and the IDOC Contract Monitor in the event of death or serious injury), as well as the Warden/Administrator or Administrative Duty Officer.



Posters such as the one shown at right are placed in areas within the facility to remind both staff and offenders of the key behaviors that can be warning signs of depression and/or lead to suicidal thoughts.

<u>Safe Housing/Supervision:</u> When observation, history or interview suggests that an offender is potentially suicidal or following a suicide attempt, the following steps will be taken:

- Initially, offenders will be placed in a cell under suicide precautions with constant observation (i.e. twenty-four [24] hour one-on-one observation) pending further direction from an LIP. The cell should be as suicide resistant as is reasonably possible (free of all obvious protrusions and providing full visibility to staff).
- Ordinarily, suicide precaution will occur in the Health Services Department in a suicide resistant cell. When ordered by an LIP, suicide precaution may alternately occur in an approved suicide resistant cell in segregation or another area of the facility.
- Until the offender is assessed by a qualified mental health professional, only specifically designated items will be permitted in the cell.
- The offender's behavior will be observed and documented by staff on the appropriate required form from initial placement until release from suicide precautions status.
- Finger foods only will be permitted.

Follow-Up Preventive Care

Offenders under suicide precaution with or without constant observation may not be downgraded or discharged from suicide precautions until a qualified mental health professional has accomplished the following tasks:

- Reviewed the offender's medical record;
- Conferred with correctional personnel regarding the offender's behavior;
- Assessed the offender using the appropriate self-injury risk assessment form;
- Written a progress note; and
- Developed and/or updated a written plan of care.

In order to ensure continuity of care for suicidal offenders, all offenders discharged from suicide precautions will remain on the mental health caseload and receive regularly scheduled follow-up assessments by mental health staff until the offender is transferred from the facility back to IDOC.

Suicide Watches

Offenders placed in observation will be checked by a qualified healthcare professional at least every shift or more frequently as ordered by the physician/LIP or as deemed necessary by the offender's condition, with the appropriate entry note



placed in the medical record. The physician/LIP will make rounds as indicated with findings documented in the medical record. A qualified mental health professional (or in their absence, a qualified healthcare professional) will conduct and document daily contact with each patient on suicide precaution status.

An LIP who has order-writing privileges may authorize suicide precautions with or without constant observation. Offenders under suicide precautions with constant observation will have twenty-four (24) hour direct one-on-one observation. Offenders under suicide precautions without constant observation will have twenty-four (24) hour observation with staff present, within sight or sound distance.

Security staff will perform visual checks on offenders who are under medical observation for any reason (i.e. suicide precautions, infirmary, medical observation, mental health observation, sheltered housing) and will document visual checks and ancillary care on the appropriate form. A Correctional Officer is required to be within sight or sound at all times of patient offenders placed in observation/sheltered housing. Observation will include direct visual observation on a varied schedule of one (1) minute to fifteen (15) minutes, but not to exceed fifteen (15) minutes.

2.34.2 (ME) Suicide Risk Management Documentation and Training

The Proposer must describe how suicide risk management related records shall be maintained, how it shall train staff and volunteers in suicide prevention and intervention, and how Offender companion training shall be conducted. The Department shall have unrestricted access to all suicide risk management related records.

CCA understands and agrees to comply with these requirements.

Maintenance of Suicide Risk Management Records

Clinical records related to patient care are maintained as part of the patient offender's health record. In the case of suicidal offenders, these records will typically include a suicide risk assessment form, observation monitoring forms and patient encounter notes (in SOAP format).

Other records pertaining to the facility's suicide prevention and suicide management program are maintained as follows:

- Records of staff training in suicide prevention are maintained by the facility training manager.
- Records pertaining to the facility's suicide prevention efforts (e.g. suicide prevention plan, documentation of meetings and suicide prevention emphasis events for staff, copy of psychological autopsy, if applicable) are maintained by the qualified mental health professional designated as the facility's suicide prevention program manager.



 Other records, e.g. emergency drills, are maintained by the facility's Quality Assurance Manager.

Suicide Prevention/Intervention Training

All CCA personnel are trained to recognize and immediately report warning signs for those offenders exhibiting self-injurious behavior and suicidal ideations. Prompt referral will result in mental health or medical staff determination of risk of self-injurious behavior and appropriate patient safety measures to be implemented. Staff are trained to maintain constant visual supervision of suspected suicidal offenders until they are seen by mental health or medical staff. Decisions regarding discharge or downgrading suicide precaution status are the sole purview of mental health clinicians.

An outline of CCA's suicide prevention/intervention training curricula is provided below. Training is provided during pre-service orientation and at least annually during in-service training.

- Facility Suicide Prevention Plan;
- Identifying the warning signs and symptoms of depression, mental illness and impending suicidal behavior;
- Understanding the demographic and cultural parameters of suicidal behavior, including incidence and variations in suicide risk factors, potential triggering events and areas of the facility where suicide is more likely to occur;
- Responding to suicidal and depressed offenders;
- Communication between correctional and health services staff;
- Referral procedures;
- Housing observation and suicide watch procedures;
- Follow-up monitoring of offenders who attempt suicide; and
- Avoiding obstacles (negative attitudes) to prevention.

In addition to the training outlined above, CPR drills are conducted at the facility in accordance with CCA policy to assist in suicide prevention. To provide an intervention training scenario, at least one CPR drill will occur per calendar year that simulates a suicide attempt by hanging. This training exercise realistically prepares personnel to correctly respond to a life threatening situation in a prompt and precise manner.

Companion Training

The RFP requires the use of approved curriculum "if the Contractor chooses to use Offender companions." The proposed facility does not currently use offender companions as part of its suicide prevention plan. As such, CCA does not propose to implement the use of offender companions at the facility at this time.



2.35 Healthcare, Mental Health, and Dental Services

2.35.1 (ME) Introduction

The Contractor shall provide healthcare, dental, pharmaceutical, and mental health care services delivered by licensed healthcare staff overseen by a healthcare administrator in accordance with all federal, state, and local laws and regulations, ACA Standards, and NCCHC Standards (to include, without limitation, Health Services in Prisons and Mental Health standards). All health services employees must practice only within the scope of their licensor's certification. The Proposer shall describe how the requirements of this subsection will be accomplished.

CCA understands and agrees to comply with these requirements.

CCA will provide health services for offenders at the proposed facility as required by the RFP and in accordance with applicable IDOC policy, ACA and NCCHC standards. CCA offers the IDOC the expertise of an experienced healthcare team with the capability to manage the distinct needs of the IDOC offender population based on our previous contract experience with the State of Idaho. Further, the facility's medical team is currently staffed with fully qualified healthcare professionals.

We believe that the best clinical procedures are also our best operational procedures – security and health services are intertwined. Good teamwork between these two disciplines is essential in CCA's overall application of healthcare services.

CCA provides all on-site medical, dental and mental health care to comply with, at a minimum, federal and state laws and regulations, ACA and NCCHC Standards, and evidence-based medical standards of practice. Routine and emergency care is provided twenty-four (24) hours per day, seven (7) days per week. Services include a program for preliminary screening of offenders upon arrival at the facility, a comprehensive health evaluation, regularly scheduled sick call and regularly scheduled oversight of offenders with chronic disease. CCA provides health education to offenders and staff, specialized training in Symptom Recognition to security officers, a Continuous Quality Improvement (CQI) program with monthly reporting and follow-up.

CCA typically contracts for pharmacy, laboratory, radiology and medical supply vendors under primary vendor status agreements, promoting cost-effective services. Available resources in addition to CCA's facility-based clinics include community hospitals, physician specialists and outpatient diagnostic and treatment centers.

Key components of CCA's healthcare services include the following:

 An on-site Health Service Administrator (HSA) to oversee all aspects of offender healthcare and health services staffing;



- Medical staff licensed in the state of practice;
- Primary license verification for nurses;
- Well-defined nursing protocols that delineate the role and responsibilities of Licensed Practical Nurses and Registered Nurses, including when to refer offender treatment to a higher-level provider;
- Physicians and mid-levels that are fully credentialed utilizing the National Practitioner's Data Bank;
- Peer reviews conducted and professional credentialing by health services staff, who also perform trend analysis for mortality and morbidity reviews.
- Peer reviews and verification of all credentialing information on our licensed independent providers;
- Reviews by CCA's FSC Health Services department of all health-related incidents, offender deaths and CQI data;
- On-site audits of facility Health Services departments are performed on a routine basis to ensure the delivery of quality care; and
- Regional Directors oversee the delivery of services at all CCA facilities.

2.35.2 (ME) Healthcare Services

The Contractor's healthcare program shall provide Offenders with healthcare services that consist of, at a minimum, the following:

- a. Diagnostic and intake/screening services
- b. Primary care services, including sick call to general and lockdown populations
- c. Emergency care
- d. Chronic care clinic services
- e. Pharmacy services
- f. Therapeutic diets
- g. Dental services
- h. Vision services
- i. Mental health services

During the intake process healthcare and mental health screenings shall be conducted by qualified healthcare professionals. The Proposer shall describe how the requirements of this subsection will be accomplished, to include staffing to meet the requirements herein and credentials, licensures, and minimum qualifications for each position.

CCA understands and agrees to comply with these requirements.

CCA's Healthcare Program

CCA is dedicated to providing consistent, high-quality healthcare to more than 60,000 offenders and detainees under our care across 48 facilities in 18 states. For CCA, this includes offering medical, dental, vision and mental health services to more than 2,800 patients every day.



CCA's medical facilities provide treatment for both chronic and immediate medical concerns. They are available for offender access twenty-four (24) hours a day, 365 days a year. More than 1,200 healthcare professionals work for CCA, including a network of contracted specialists. Clinical decisions are made by fully independent professionals specializing in medical, mental health and dental services. This structure ensures that all care-related decisions are made solely on a medical basis.

A summary of CCA's healthcare services as listed in this RFP subsection is described below.

a. Diagnostic and intake/screening services

A physical, mental health and dental screening and observation of all offenders being admitted to the facility is conducted in order to identify those needing immediate treatment, those with communicable disease and those whose health needs require periodic evaluation (e.g. chronic care, medications, mental or dental needs). This information is obtained from the offender by qualified health services staff upon the offender's arrival at the facility. Another vital part of the initial screening process is providing each offender with an Offender Handbook or pamphlets that explain health services and the procedures to access medical, mental health and dental services. Educational information is also provided including the facility's health education programs. At intake, educational information and brochures on HIV and AIDS are provided.

b. Primary care services, including sick call to general and lockdown populations CCA provides all primary care services to comply with, at a minimum, federal and state laws and regulations, ACA and NCCHC standards and evidence-based medical standards of practice. Preventive medical care consists of chronic clinics, health education and appropriate lab/testing profiles.

The delivery of routine and emergency care is provided twenty-four (24) hours per day, seven (7) days per week. After completion of the intake assessment upon arrival at the facility, a comprehensive health evaluation will be conducted. Regularly scheduled sick call and triage is available, as well as regularly scheduled oversight of offenders in need of chronic care. A summary of these processes is outlined below.

- <u>Intake Assessment</u>: Inquiry and observation of all offenders being admitted is conducted in accordance with subsection a, above.
- Health Appraisal (Initial and Periodic): The appraisal is performed on all
 offenders, excluding intrasystem transfers, within the first seven (7) to
 fourteen (14) days of incarceration. Health appraisals are repeated at an
 appropriate frequency as determined by the responsible physician in
 consideration of age, gender and health needs of the offender population.



Health appraisals include a medical history, physical examination and diagnostic testing, if necessary.

- Nursing Sick Call and Triage: Requests for healthcare services are triaged seven (7) days per week. Sick call requests, in compliance with NCCHC standards, will be provided at sufficient levels to allow Health Services staff to provide same day response to offender requests for healthcare services as necessary. A brief overview of the step-by-step process for sick call is described below.
 - An offender may complete a Sick Call Request form (available in his unit) and place it in the secure drop box provided;
 - A member of the Health Services staff will pick up the Sick Call Request forms daily;
 - Forms are triaged by the nursing staff and appropriate referral made according to clinical need. Offenders are then scheduled for sick call according to severity of the complaint/physical condition;
 - Sick call requests are triaged within twenty-four (24) hours and the patient offender seen by a Qualified Healthcare Professional (QHCP) at sick call within the next twenty-four (24) hours (a total of seventytwo [72] hours on weekends) unless an emergency exists. Emergent issues are seen immediately following triage;
 - After being seen by the nurse, a determination is made if the offender's condition warrants an appointment with the physician/Licensed Independent Provider (LIP). If so, an appointment is scheduled. Physician/LIP referrals are to be scheduled within one (1) week of the request, or as clinically indicated.
- Nursing Sick Call for Lockdown Populations: Offenders confined in restrictive housing status will be seen daily by a QHCP. In the event the offender's custody status (e.g. administrative segregation) precludes attendance at the regularly scheduled sick-call clinic, he will still be seen where housed, provided that in the judgment of the QHCP the services/treatment can be provided adequately, confidentially and within the confines of all OSHA/HIPAA regulations in segregation. Cell-front encounters will not be used to provide medical services/treatment.
- Medical Observation: Medical observation cells are adjacent to the clinic area and available to the clinical staff when closer observation of an offender is clinically indicated. Written policy, procedure and practice for medical observation is in accordance with ACA and NCCHC standards.



c. Emergency care

CCA will ensure that emergencies are managed and all service requirements are met. Healthcare staff at the facility provide an immediate response (within four [4] minutes) to offenders with emergency healthcare needs. Automatic external defibrillators are standard equipment. All staff members are trained in basic life support. CCA provides quarterly unannounced CPR drills for medical and security staff. In the event of an emergency requiring use of an emergency room, CCA arranges for intervention and transportation to the nearest emergency room. Transportation is appropriate to the offender's clinical condition to include ground and, when clinically indicated, air ambulance.

d. Chronic care clinic services

Offenders are screened for chronic conditions during the intake screening process. Patient offenders enrolled in chronic care clinics will receive follow-up visits at least every six (6) months or more frequently as designated by the physician or LIP or as determined by the contract. Mental Health Chronic Care Clinics will be performed at least every ninety (90) days. The LIP monitors the patient's progress during these clinics, and when necessary, makes changes in the plan of treatment in order to restore or maintain optimum functioning. Patient education is an important component of CCA's chronic care program.

e. Pharmacy services

CCA utilizes a cost-effective, correctionally sound formulary for offender medications that are provided through a correctional pharmaceutical vendor. A back-up community pharmacy system is also available as needed. Stock legend medication is available on site for urgent medication needs. Offenders receive routine medications within forty-eight (48) to seventy-two (72) hours. There is also a non-formulary request system in place with rapid turnaround.

Purchase of controlled substances, legend medications and over-the-counter (OTC) medications will be in accordance with CCA's contracted pharmacy vendor. In the event a drug is required for immediate use and cannot wait the normal delivery time from CCA's contracted pharmacy, the facility will contact CCA's contracting pharmacy to assist in obtaining the drug from an emergency back-up (local) pharmacy.

CCA policies and procedures provide guidelines and limitations for direct observation and keep-on-person (KOP) and OTC medications. OTC medications are administered by nurses during sick call for minor medical complaints and are available through the facility commissary. A thirty (30) day supply is usually distributed for prescription KOP medications and a three (3) to ten (10) day supply of OTC medications.

Typically, pill call is held two (2) times per day with the exception of diabetics who receive their medications on an individualized basis. Additionally a nighttime call



for medications that require nighttime administration is offered as clinically indicated and ordered by the LIP. Pill call generally occurs at the pill call window. At all times, offenders must report to the pill call window with valid identification.

f. Therapeutic diets

The facility LIP, as part of the clinical assessment, has the option of ordering a therapeutic diet consistent with the LIP's plan of care for the patient. The LIP has the availability of a clinical dietician who is on contract with CCA to assist in the plans of care for offenders requiring therapeutic diets. The therapeutic diets provided by CCA's food service contractor, Trinity, are developed by a registered dietitian and reviewed semi-annually. Heart-healthy diets or the equivalent will be available to offenders as ordered by the LIP.

g. Dental services

CCA will provide dental health services consistent with Oral Care Performance Indicators in RFP Appendix 2. Our dental health services care will include, but not be limited to, comprehensive and emergency treatment, dental prosthetics, intake screening and a dental plan for offenders requiring dental treatment.

Dental care services at CCA facilities are provided in accordance with ACA and NCCHC standards and include a program for dental evaluation by a licensed dental professional, dental screening, dental sick call, routine and urgent dental care and preventive dentistry. Dentists and dental auxiliaries (Dental Hygienists and/or Dental Assistants) provide dental coverage for CCA's facility health services dental department. An overall assessment of each offender's dental needs will be made during the intake dental examination. A diagnosis and treatment plan will be made after a dental examination is conducted on those patients seeking comprehensive care.

Sick call and other routine requests for dental services will be logged on the Dental Request Log. A copy of the request will be placed into the medical record and an entry will be made on the dental progress notes or medical record indicating the date the request was received, date answered and disposition of the offender. The dental sick call register will be used for recording and scheduling all sick call requests requiring a clinic visit and recording unscheduled visits during dental sick call hours. When an offender submits a sick call request form that has a chief complaint of dental pain, swelling and/or infection, he will be evaluated by dental staff within twenty-four (24) hours of receipt of the request. In the event a dentist is not present, the offender will be seen at nursing sick call.

Preventive dentistry will include plaque control, fluoride treatment when indicated, dental health orientation and oral hygiene instruction and information, both initially and ongoing. Proper oral hygiene will be reinforced throughout the offender's dental treatment plan.



h. Vision services

Optometric care will be provided in accordance with healthcare standards and medical necessity. Annual eye examinations will be performed for offenders with chronic disease that may affect vision and at least once every two (2) years for offenders with prescriptions greater than 20/50 in one or both eyes. Offenders with visual acuity of 20/50 or worse will be eligible for eyeglasses in accordance with RFP Performance Indicators and IDOC policy.

i. Note: The RFP subsection 2.35.2 above does not include a letter "i".

j. Mental health services

CCA will provide mental health services as required by the RFP guidelines. Our comprehensive mental health services are in compliance with ACA and NCCHC standards and will be modified as necessary to meet applicable IDOC policies and procedures.

CCA's Mental Health Program is designed to conduct effective and efficient screening, identify mental health issues and provide comprehensive mental health services to offenders throughout their incarceration. CCA's Mental Health Program is organized to provide a continuum of care that addresses patient needs through least-restrictive psychiatric, cognitive behavioral and other supportive interventions. Services include, but are not limited to, intake screening; pre-segregation placement screening, mental health evaluations; emergent/urgent referral; routine referral; chronic care; psychotropic medications, as indicated, with informed consent and routine monitoring; crisis intervention; and suicide precaution and prevention.

Core outpatient services are designed to stabilize and improve mental health and support patient adaptation to general population settings. This occurs primarily through alleviation of disabling symptoms of mental disorders or accommodation of special needs. Outpatient services are anchored in initial screening and assessment to identify patients who experience disabling symptoms of adjustment, mental illness or intellectual disability. Patients requiring medication are enrolled in mental health chronic care clinics (with consent for medication and ongoing monitoring). Patients have access to individual and group counseling interventions that are based on cognitive behavioral and other Patient self-referral occurs through sick call and evidence-based principles. Staff referral results in response based on acuity (emergent, other means. urgent or routine). Mental health staff provide ongoing monitoring of at risk populations (e.g. offenders confined in restrictive housing) as well as patients enrolled in the mental health care system. For the latter group, treatment plans guide the delivery of services to address each patient's specific needs. Psychiatric services are delivered by providers on site or alternately by means of tele-psychiatric services.



Emergent care needs are addressed through interventions, including suicide precaution and prevention, restraint and seclusion and involuntary medication procedures. These procedures are usually implemented in the setting of medical observation or suicide precaution rooms in the health services department. CCA works closely with our partners to identify appropriate means to address the needs of patients who require more enhanced inpatient psychiatric care.

Staffing, credentials, licensure and minimum qualifications

CCA's facility health services units are spearheaded by an experienced team of full-time medical professionals assuring that the specific needs of our corrections partners' offender populations are met. A network of Regional Directors (consisting of four [4] physician medical directors and eight [8] regional directors who provide direct oversight to facilities within their division) are located across the country to support CCA facilities. The FSC Health Services team coordinates the delivery of health services to CCA's facilities and includes a Vice President, Chief Medical Officer (CMO), Chief Dental Officer, Director of Mental Health, Director of Clinical Services, Director of Administrative/Financial Services and support staff. Processes used to manage and support the provision of offender healthcare services at the proposed facility are described below.

Physicians and mid-level providers are fully credentialed utilizing the National Practitioner's Data Bank. Facility medical staffs are licensed in the state where the facility is located and primary license verification is obtained for nurses. Specific and current written job descriptions are maintained for every CCA healthcare worker defining their roles, responsibilities, expectations and requirements. Work assignments defining duties and responsibilities associated with specific positions are posted and updated as appropriate.

As reflected in the Health Services section of CCA's Staffing Patterns (see Appendix 4), CCA provides comprehensive healthcare using an integrated team approach. Under the general direction of the CMO and primary care physician, the facility Health Services Administrator (HSA) leads a team of dental, medical and mental health staff who provide healthcare services to meet the needs of the offender population. Clinical consultants are used for on-site and off-site specialty healthcare as needed. Compliance with treatment plans and medication regimens is a constant focus of our medical and nursing providers. The team takes a multi-disciplinary approach and is comprised of physicians, nurse practitioners, physician assistants, nurses and ancillary support personnel.

To augment our care delivery system CCA utilizes a tele-health system to provide remote access for specialty and mental health services. CCA's Tele-Health Operations Manual provides further information on our process, and operations of this system and can be provided to the IDOC upon request.



In addition to CCA's facility-based clinics, available resources include individual specialty contractors as applicable, community hospitals, physician specialists, outpatient treatment, diagnostic centers and our professional provider organization – Aetna. Founded in 1853 in Hartford, Connecticut, Aetna is one of the nation's leading providers of healthcare, dental, pharmacy, group life, disability insurance and employee benefits. Aetna combines a national network of healthcare providers, advanced technologies and experienced staff to assist CCA in managing healthcare needs while reducing the associated administrative tasks and medical expenditures. Aetna's services and protocols allow both parties to focus on their core competencies, making for higher quality care for offenders with a more cost-effective program.

Our dental team is comprised of a licensed Dentist and a Dental Assistant and/or Dental Hygienist, each of whom contributes to the care and treatment of the patient-offenders in our custody. The focus of our dental care is one of prevention, and thus we teach offenders the importance of preventive dental care and their roles in improving their dental health.

Our mental health team includes a Psychiatrist, who assesses and prescribes needed medication, treats the seriously mentally ill and directs an integrated system of clinical mental health treatment. A Psychologist provides advanced clinical assessment and treatment services for offenders, and works to provide administrative and supervisory oversight of mental health staff that provide direct day-to-day care and serve as case managers for patients. Mental health staff work with security, programs, unit and other staff to ensure that mental health and developmental issues do not preclude offender participation in available facility programs in education, substance abuse, vocational training, work assignments and other activities.

Each member of the facility Health Services department will obtain all necessary and required continuing education, specific to state licensing board requirements. Qualified healthcare professionals, including contracted staff, will maintain current CPR certification. All licensed healthcare staff will receive twelve (12) hours of in-service training in addition to the forty (40) hours of annual in-service required by CCA policy. In-service training will consist of courses such as the following:

- Core competency refresher/review;
- Normal instruction/in-service given by a staff member or guest lecturer;
- Participation in any health-related program as approved by the HSA;
- Any outside continuing education program attended; or
- Quarterly in-service education provided by CCA's FSC Health Services department.



Peer Reviews are conducted to review and evaluate the patient care provided by a clinician. Clinical performance will be reviewed by a peer of equal or higher stature. In addition to attending the required in-service training and certification courses for healthcare professionals, medical staff participate in CCA conferences to network, identify and manage healthcare trends and share best practices.

CCA's correctional healthcare philosophy is rooted in an understanding of the importance of integrated care and management, with healthcare staff working alongside security, unit management, programs and work supervisory staff to provide the best possible blend of care and security, as well as meaningful educational, rehabilitative and work opportunities for offenders who choose to improve themselves during incarceration. The team is committed to a preventive model of patient care with a focus on patient accountability and the proactive management of chronic conditions.

Minimum qualifications, credentials and licensure required of the Health Services positions proposed in CCA's Staffing Patterns are provided below. A valid driver's license is required for all positions.

1. Health Services Administrator

Graduate from an accredited college or university with a degree in nursing or in a healthcare/business related field is required. Advanced degree in nursing or related healthcare field is preferred. Three years relevant management experience in a healthcare environment required.

Must demonstrate knowledge of correctional custody methods and techniques, pertinent facility rules, regulations and standards, principles and practices of supervision and training, and principles and practices of management.

2. Physician

Graduate from an accredited school of medicine. Must be licensed to practice medicine in the state of employment.

3. Advanced Registered Nurse Practitioner/Physician's Assistant (ARNP/PA)

ARNP: Graduate from an accredited college or university's nursing program with a degree and possess a current licensure and/or certification as an Advanced Registered Nurse Practitioner with training in family practice in the state of employment. One year of professional nursing experience required.

PA: Graduate from an accredited college or university. Must be licensed and/or certified as a Physician Assistant in the state of employment.



4. Registered Nurse (RN)

Graduate from an accredited college, university or nursing program with a degree/diploma in nursing. Must possess current licensure in the state of employment. One year of professional nursing experience preferred.

5. Licensed Practical Nurse (LPN)

Graduate from an approved school of nursing with a certificate as a Licensed Practical Nurse. Must be licensed in the state of employment.

6. Dentist

Graduate of an approved school of dentistry and licensure as a dentist in the state of employment. At least one year of experience preferred. Must demonstrate good oral and written communication skills.

A valid driver's license is preferred, unless required by contract or applicable statute.

Must demonstrate a knowledge of correctional custody methods and techniques, pertinent facility rules, regulations and standards.

7. Dental Assistant

High school diploma, GED certification or equivalent or greater. Certificate or evidence of completion of a dental assistant training program preferred, unless required by contract or applicable statute.

8. Dental Hygienist

Licensed and/or certified as a dental hygienist in the state of employment.

A valid driver's license is preferred, unless required by contract or applicable statute.

9. Mental Health Coordinator

Graduate from an accredited college or university with a master's degree in social work, psychology, mental health counseling or a degree in a related clinical area. Five years clinical experience that includes two years in a comparable job position required. Must possess appropriate certification or licensing in the state where practice occurs. A valid driver's license is preferred, unless required by contract or applicable statute.

10. Medical Records Clerk

High school diploma, GED certification or equivalent. Two years experience in a similar position required. Additional education or specialized training may be substituted for the required experience. A valid driver's license is preferred, unless required by contract or applicable statute.



Proficiency in Microsoft Word for Windows, Lotus 1-2-3 or Excel and other personal computer applications preferred.

11. Psychiatrist

Graduate from an accredited school of medicine with an M.D. or D.O. Must possess or be eligible for Board Certification in Psychiatry. Must possess current medical license as required by contract.

12. Psychologist

Graduate from an accredited college or university with a doctoral degree in psychology. Must possess a current, unrestricted license to practice psychology in the state where practice occurs. Must have two years clinical experience, including one year in a comparable position.

13. Optometrist

Graduate from an accredited college or university with a Doctor of Optometry degree. Must have appropriate certification or licensing. A valid driver's license is preferred, unless required by contract or applicable statute.

Demonstrate mature judgment and professionalism in working with offenders, families, community representatives and other staff.

14. Certified Medication Assistant

High school diploma, GED certification or equivalent or greater. Must possess a current certification from an approved formal nursing assistant program or equivalent program with written consent from corporate Director, Health Services and be CPR certified. Must possess appropriate certification or licensing in the state where practice occurs.

2.35.3 (ME) Dental Care

The dental program provided by the Contractor shall provide Offenders with a dental hygiene exam annually upon request of the Offender. The Contractor shall provide dental treatment that consists of fillings, extractions, prosthetics if required for mastication and some endodontics on a case-by-case basis. The Proposer shall describe how the requirements of this subsection will be accomplished.

CCA understands and agrees to comply with these requirements.

Dental care services are provided in accordance with ACA and NCCHC standards and include a program for dental evaluation by a licensed dental professional, dental screening, dental sick call, routine and urgent dental care and preventive dentistry as outlined below. Dentists and dental auxiliaries (Dental Hygienists and/or Dental Assistants) provide dental coverage for CCA's facility health services dental department.



A full range of dental services, excluding orthodontics (unless the offender's health is adversely affected) will be available. An overall assessment of each offender's dental needs will be made during the intake dental examination. A dental screening will consist of a review of the patient's dental history, examination of the hard and soft tissues of the oral cavity, charting of oral conditions, X-ray studies for diagnostic purposes if necessary, and priority classification of dental conditions. A diagnosis and treatment plan will be made after a dental examination is conducted on those patients seeking comprehensive care.

Dentists will perform routine, urgent and emergent dental care or sick call for offenders (including fillings, cleaning and prosthesis) according to acuity. Routine comprehensive dental care is based on the professional judgment of the treating dentist. Treatment of dental emergencies will be available to offenders on a twenty-four (24) hour basis. This care will include, but is not limited to, trauma, emergency extractions, pulpectomies, control of bleeding, acute infection, swelling and severe cellulitis.

Preventive dentistry will include plaque control, fluoride treatment when indicated, dental health orientation and oral hygiene instruction and information, both initially and ongoing. Proper oral hygiene will be reinforced throughout the offender's dental treatment plan. Oral hygiene supplies will include a toothbrush, toothpaste containing fluoride and a type of floss product. Dental periodic oral examinations will be done every two (2) years until the offender is 50 years of age, and annually thereafter, based upon an offender's previous dental examinations and/or treatment.

2.35.4 (ME) Chronic Care

The Contractor's healthcare program shall ensure that Offenders requiring chronic or convalescent care receive periodic follow-up, evaluation, treatment, and education about the preventive activities available. Offenders with chronic conditions will be evaluated every three (3) months in chronic care clinics or more frequently if clinically indicated. The chronic care clinics shall include at minimum: asthma, diabetes, cardiac conditions, hypertension, HIV/AIDS, Hepatitis B and C, seizure disorders, and tuberculosis.

The Contractor shall follow the most current Centers for Disease Control (CDC) guidelines for testing and treatment as applicable for individuals in any of these categories. The Contractor shall use protocols that are consistent with the Federal Bureau of Prisons Clinical Practice Guidelines for the Treatment of Viral Hepatitis. The IDOC may return any Offender diagnosed with HIV infection or Hepatitis C to an IDOC facility at the IDOC's expense at any time; the Contractor shall notify the IDOC when an Offender is diagnosed with HIV or Hepatitis C while at the Facility, and coordinate all resulting transfers. The Proposer shall describe how the requirements of this subsection will be accomplished.

CCA understands and agrees to comply with these requirements.



Chronic care management begins upon identification at intake and/or identification of new diagnoses during the offender's incarceration. As described in a previous section, patient offenders enrolled in chronic care clinics will receive follow-up visits at least every six (6) months or more frequently as designated by the physician or Licensed Independent Practitioner (LIP) or as determined by the contract. Mental Health Chronic Care Clinics will be performed at least every ninety (90) days. The LIP monitors the patient's progress during these clinics, and when necessary, makes changes in the plan of treatment in order to restore or maintain optimum functioning. Patient education is an important component of CCA's chronic care program.

Once an offender is referred to a chronic care clinic, the clinic nurse ensures that the offender is scheduled for his initial appointment, that clinical data and diagnostic test results are available to the provider, the offender receives all preventative health educational materials and counseling and all follow-up appointments are made and diagnostic testing completed with results reviewed and approved by the provider. CCA's chronic clinic procedures follow the most current Centers for Disease Control (CDC) guidelines for testing and treatment as applicable for individuals in any chronic care clinics. Policies and procedures also use protocols that are consistent with the Federal Bureau of Prisons Clinical Practice Guidelines for the Treatment of Viral Hepatitis.

CCA monitors the patient's progress during these clinics, and when necessary, make changes in the plan of treatment in order to restore or maintain optimum functioning. As part of that process, in the event that an offender is diagnosed with HIV or Hepatitis C while at the facility, the IDOC will be notified and if requested by the Department, CCA will coordinate at the Department's cost the return of the offender to the IDOC. CCA would have its facility physician consult with the appropriate IDOC medical staff to assess the offender's condition including the offender's medical and psychological condition with recommendations on the appropriate mode of transportation. The offender's medical record and all transfer forms will be returned to IDOC upon the reassignment of an offender to an IDOC institution.

2.35.5 (ME) Mental Health Care

Mental health care shall be made available for all Offenders who need those services. Mental health care minimally shall include crisis intervention, individual and/or group therapy, and psychotropic medication management. Mental health staff shall be responsible to screen and evaluate Offenders for mental illnesses, identify and manage acute problems, and respond to and manage Offenders who present risk of self injury to include continuous observation in a "suicide proof" medical observation cell. The Contractor's mental health program shall provide access to a Ph.D. licensed psychologist and a psychiatrist for consultative and prescriptive services. All mental health services shall be provided in accordance with NCCHC Standards for Mental Health Services in Correctional Facilities. The Proposer shall describe how the requirements of this subsection will be accomplished.



CCA understands and agrees to comply with these requirements.

CCA will provide mental health services as required by the RFP guidelines. Our comprehensive mental health services are in compliance with ACA and NCCHC standards and will be modified as necessary to meet applicable IDOC policies and procedures.

CCA's Mental Health Program is designed to conduct effective and efficient screening, identify mental health issues and provide comprehensive mental health services to the offender population throughout their incarceration. CCA's Mental Health Program is organized to provide a continuum of care that addresses patient needs through least-restrictive psychiatric, cognitive behavioral and other supportive interventions. Services include, but are not limited, to crisis intervention intake screening; pre-segregation placement screening, mental health evaluations; emergent/urgent referral; routine referral; chronic care; psychotropic medications, as indicated, with informed consent and routine monitoring; crisis intervention; and suicide precaution and prevention.

Crisis intervention services include the following components, implemented based upon patient need:

- Suicide risk assessment;
- Management of suicidal patients on suicide watch in a cell in the medical observation area or other suitable area of the facility that has been reconfigured to reduce or eliminate access to means of self-harm (e.g. smaller vent holes to prevent tie-off of ligatures, low bunk to reduce risk of injury from jumping, removal of cell fixtures that present opportunity for tie-off, etc.):
- Follow-up post suicide watch;
- Emergent involuntary medication; and
- Transfer of patients to the IDOC when ongoing involuntary medication or restraint is required.

CCA will work closely with the IDOC mental health staff to establish procedures for patient management pending return for mental health reasons. For example, patients may be transferred to a community hospital for emergent psychiatric care and stabilization pending return to the IDOC.

Core outpatient services are designed to stabilize and improve mental health and support patient adaptation to general population settings. This occurs primarily through alleviation of disabling symptoms of mental disorders or accommodation of special needs. Outpatient services are anchored in initial screening and assessment to identify patients who experience disabling symptoms of adjustment, mental illness or intellectual disability.



Patients requiring medication are enrolled in mental health chronic care clinics (with consent for medication and ongoing monitoring). Patients also have access to individual and group counseling interventions that are based on cognitive behavioral and other evidence-based principles. Individual and group counseling will target patient needs related to understanding their mental illness and engaging cooperatively in needed care. In addition, other group program activities will address criminogenic thinking, anger management, and other fundamental life skills needed for successful return to the community.

Patient self-referral occurs through sick call and other means. Staff referral results in response based on acuity (emergent, urgent or routine).

Mental health staff provide ongoing monitoring of at risk populations (e.g. offenders confined in restrictive housing) as well as patients enrolled in the mental health care system. For the latter group, treatment plans guide the delivery of services to address each patient's specific needs. Services of a psychologist and a psychiatrist will be available as required by the RFP and as needed by patients. These services may be provided on site or by means of telemental health or telepsychiatry.

Each of the mental health care services described above are presently in place under CCA's existing IDOC contract in the State of Idaho, and comply with ACA and NCCHC standards and statutory requirements.

2.35.6 (ME) Optometry Care

Vision services provided by the Contractor shall consist of optometry exams with corrective lenses and frames every two years if indicated for Offenders with vision at a 20/50 level or worse. The Proposer shall describe how the requirements of this subsection will be accomplished.

CCA understands and agrees to comply with these requirements.

Optometric care will be provided in accordance with healthcare standards and medical necessity. Annual eye examinations will be performed for offenders with chronic disease that may affect vision and at least once every two (2) years for offenders with prescriptions greater than 20/50 in one or both eyes. Offenders with visual acuity of 20/50 or worse will be eligible for eyeglasses in accordance with RFP Performance Indicators and applicable IDOC policy.

2.35.7 Pre-Authorization for Treatment

The IDOC requires pre-authorization for treatment outside the Facility. The IDOC shall either grant authorization or return the Offender to Idaho at the IDOC's expense for the required healthcare, mental health, or dental treatment.

When an Offender is to be scheduled for hospitalization or for outpatient care, the Facility Administrator or designee shall notify the Contract Monitor or designee of the



nature of the illness or medical condition, recommended course of treatment, and the estimated costs thereof within twenty four (24) hours of knowledge of the need for hospitalization or outpatient care in order to obtain the pre-authorization for treatment.

CCA understands and agrees to comply with these requirements.

2.35.8 Responsibility for Costs

The State reserves the right to award either <u>subsection 2.35.8.1</u> Healthcare Services – Option A or <u>subsection 2.35.8.2</u> Healthcare Services – Option B, if the proposed Per Diem that includes either subsection 2.35.8.1 or subsection 2.35.8.2 (see <u>subsection 6.4</u> Cost Proposal) would cause the contract award amount to exceed the State's budget for the contract. The Proposer shall provide a separate Per Diem amount for subsection 2.35.8.1 (Option A) and subsection 2.35.8.2 (Option B) as provided for in <u>subsection 6.4</u>.

In the absence of an emergency, the IDOC shall not reimburse the Contractor the cost of off-site healthcare services provided to an Offender without the IDOC's prior written approval.

In an emergency, the Facility Administrator or designee may make appropriate arrangements for emergency medical treatment without first obtaining IDOC prior written approval. The Facility Administrator or designee shall notify the IDOC as soon thereafter as practicable, and in all events within twenty four (24) hours.

To the extent that the Contractor receives a discount in healthcare expenses from any healthcare services provider, the Contractor shall pass that discount on to the IDOC for reimbursable items. In no event shall the Contractor seek reimbursement from the IDOC in excess of the Contractor's actual costs.

CCA understands and agrees to comply with these requirements.

2.35.8.1 Healthcare Services – Option A

The Contractor is solely responsible for all costs associated with provision of care as provided for within <u>subsection 2.35</u> *Healthcare*, *Mental Health*, *and Dental Services*.

CCA understands and agrees to comply with this requirement.

2.35.8.2 Healthcare Services – Option B

The Contractor is responsible for all costs associated with provision of care as provided for within <u>subsection 2.35</u> *Healthcare*, *Mental Health*, *and Dental Services*; except that the IDOC shall pay for the following:



 All off-site healthcare expenses in excess of three thousand dollars (\$3,000) per Offender visit, including but not limited to in-patient care, emergency room treatment, surgery, and autopsies.

CCA understands and agrees to comply with these requirements.

2.35.9 Payment of Elective Medical Procedures

The Contractor is responsible for payment of all elective medical procedures and associated medical costs.

CCA understands and agrees to comply with this requirement.

2.35.10 Healthcare Resulting from Negligence or Intentional Misconduct

The Contractor is responsible for the payment of costs for all healthcare required as a result of negligence or intentional misconduct on the part of the Contractor, its employees, subcontractors, volunteers, or facilities and/or service agency or institutions such as hospitals who provide a medical service for the Contractor.

CCA understands and agrees to comply with this requirement.

2.35.11 Medical Records

The IDOC Offender medical record, or copy thereof, will be transferred with the Offender to the Facility. Upon the return of an Offender to an IDOC facility, the Offender's IDOC medical record and a complete copy of all medical records generated during an Offender's stay at the Contractor's Facility shall be provided to the IDOC. The Contractor shall provide a medical record system that ensures accurate, comprehensible, legible, and up-to-date healthcare information is maintained for each Offender under its care. Medical records are confidential. Charting shall be completed in the medical records using a Subjective/Objective Assessment Plan (SOAP) note format, and shall include all significant findings, diagnoses, treatments, and referrals. The Contractor shall ensure compliance with laws and standards regarding confidentiality, informed consent and refusal, and access/disclosure. All medical records, including x-ray films, are the property of the State.

CCA understands and agrees to comply with these requirements.

2.35.12 Reporting

The Contractor shall prepare a monthly healthcare services statistical report using the criteria, format, and transmission method as defined by the Department. The report shall include utilization data from the following areas:

- Clinical visits
- On-site specialty care
- Therapeutic diets



- Mental health
- Pharmacy
- Deaths
- Off-site activity
- Dental
- Infectious disease
- Chronic care
- Special needs

Upon contract award, the IDOC will provide the reporting criteria and format to the Contractor. Reports shall be due to the Contract Monitor by the tenth (10th) calendar day of the month following the reporting period. The Department reserves the right to require additional or different reports or reporting information from the Contractor throughout the term of the contract, on either an ad hoc or regular basis.

CCA understands and agrees to comply with these requirements.

2.35.13 Performance Audits – Healthcare, Mental Health, and Dental Services Notwithstanding any conflicting provision in the State of Idaho Standard Contract Terms and Conditions, and in addition to any remedies available to the State under law or equity, the State may at its sole discretion require one or more of the following remedial actions if any of the Contractor's services as provided for in subsection_2.35 Healthcare, Mental Health, and Dental Services do not conform to contract requirements: 1) require the Contractor to take corrective action, at no cost to the State, to ensure that performance conforms to contract requirements; 2) reduce payment to reflect the reduced value of services received; 3) require the Contractor to subcontract all or part of the service at no additional cost to the State; 4) withhold payment or require payment of actual damages caused by the deficiency; 5) withhold payment or require payment of liquidated damages; 6) secure services and deduct the costs of services from payments to the Contractor; or 7) terminate the contract.

CCA understands and agrees to comply with these requirements.

2.35.13.1 Liquidated Damages- Healthcare, Mental Health, and Dental Services

It is the intent of the IDOC to monitor the Contractor's performance in a continuous and ongoing effort to ensure that all requirements are being met in full using the audit process discussed herein. The parties acknowledge that actual and consequential damages to the IDOC arising from the failure of the Contractor to comply with the terms of the contract are uncertain and difficult to ascertain. The parties further acknowledge that delays in the Contractor's compliance with the terms of the contract will prevent the IDOC from satisfying certain Constitutional obligations imposed upon the IDOC and that a longer



delay or repeated delays by the Contractor are likely to give rise to an increase in the actual and consequential damages to the IDOC and to the public. Specifically, the State may be subject to litigation arising from the failure of the Contractor to satisfy its requirements under the contract and the amount of such damages are not possible to ascertain at the effective date of the contract. Due to the foregoing, the IDOC may, in its discretion, assess the liquidated damages as described herein.

The parties agree that the liquidated damages specified in this subsection and its subparts are reasonable and not a penalty. The IDOC shall notify the Contractor in writing of the imposition of liquidated damages. Liquidated damages can be cumulative.

The Contractor shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Failure to maintain staffing levels identified in the contract will not be considered an occurrence beyond the Contractor's control with the exception of failure due to acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, or unusually severe weather. Matters of the Contractor's finances shall not be an occurrence beyond its control.

Assessment of liquidated damages shall be in addition to, and not in lieu of, other remedies available to the State and nothing in this subsection shall preclude the State from recovering damages or exercising any other remedy at law or in equity; nor will the State be precluded from terminating the contract for breach as provided in the contract. Withholding of payment as liquidated damages shall not relieve the Contractor of any of its obligations under the contract, nor shall it be a basis for termination by the Contractor.

Without limiting any other rights of the State, upon failure of the Contractor to cure a breach, the State may take reasonable steps to provide for such cure and may hold the Contractor responsible, including through offset, for the costs of such cure.

CCA understands and agrees to comply with these requirements.

2.35.13.2 Audit Process – Healthcare, Mental Health, and Dental Services
The purpose of a performance audit is to: determine the degree to which State
funded services and programs are accomplishing their goals and objectives;
provide measurements of program results and effectiveness; evaluate
efficiency in the allocation of resources; and assess compliance with the
contract, laws, and regulations. Failure to meet the thresholds established for
performance audits constitutes breach of the contract and will initiate remedial
action.



Each audit may be performed at every Facility under this contract, may or may not be scheduled in advance, and may last for several days. The performance level of the Facility may affect the frequency of the audits. The Contractor will provide to Department staff all medical records, dental records, mental health records, logbooks, staffing charts, time reports, offender grievances, and all other requested documents required to assess the Contractor's performance. Audit activities may be conducted in the medical area of the Facility, but will be conducted in a manner so as not to disrupt the routine provision of Offender healthcare. When necessary, IDOC custody and/or administrative records will be utilized to establish facts or corroborate other information.

The Department reserves the right to audit any aspect of the contract, not just those elements identified in the Performance Indicators. If the Department receives continual unresolved constituent complaints regarding healthcare, dental, and/or mental health service issues, the Department will initiate a focused audit of that area. The Department will then follow the reporting, cure period, and appeal process defined herein.

Performance audits are designed and will be performed in accordance with the following standards:

- Idaho Statutes
- Idaho Administrative Code
- The RFP and resulting contract
- National Commission on Correctional Healthcare Standards

General requirements applicable to all Offenders will typically be audited via a randomly selected sample size of approximately ten percent (10%) of Offender files at the Facility(ies). Other requirements, relevant to a segment of the Offender population, may be reviewed using a higher percentage, up to one hundred (100%) percent of the records of a sub-population. Areas in which performance deficiencies have been found may be re-examined in a subsequent quarter or follow up period, as designated by the IDOC, in order to gauge progress towards satisfactory performance.

CCA understands and agrees to comply with these requirements.

2.35.13.3 Audit Report and Appeal – Healthcare, Mental Health, and Dental Services

At the conclusion of an audit, the Contract Monitor or designee will discuss the preliminary results with the Contractor during an exit interview. The interview will be held within ten (10) business days from the conclusion of the audit with the Contractor to discuss the audit results. The IDOC will then issue a formal, written audit report to the Contractor.



The Contractor may dispute the audit report findings via written appeal to the Contract Monitor within ten (10) business days of the date of the audit report. The Contractor must specifically address each disputed finding and provide justification for the appeal of the finding. The Contractor is required to provide all documents necessary to support its dispute of audit findings with its written appeal. The IDOC will render a final written decision of the Contractor's appeal of disputed audit findings within ten (10) business days of receipt of the written appeal.

CCA understands and agrees to comply with these requirements.

2.35.13.4 Breach Cure Period – Healthcare, Mental Health, and Dental Services

The Contractor shall have ten (10) business days from the date of the Department's audit report to cure the identified deficiencies and areas of noncompliance; and/or the Contractor shall have ten (10) business days from the date of IDOC's final written decision(s) regarding the Contractor's appeal of disputed audit findings (in accordance with <u>subsection 2.35.13.3</u> Audit Report and Appeal – Healthcare, Mental Health, and Dental Services) to cure the identified deficiencies and areas of non-compliance. If the State is not satisfied that the Contractor has resolved the deficiencies, or made substantial progress toward resolution, the State may assess the amounts listed in <u>subsection 2.35.13.5</u> Objective Performance Criteria – Healthcare, Mental Health, and Dental Services as liquidated damages pursuant to the provisions herein for each day the deficiency remains uncured.

CCA understands and agrees to comply with these requirements.

2.35.13.5 Objective Performance Criteria – Healthcare, Mental Health, and Dental Services

The chart of Performance Indicators in <u>Appendix 2</u> outlines healthcare services areas that are subject to liquidated damages. Criteria are subject to change based on updated legal or policy mandates. The State shall give the Contractor written notification ten (10) business days prior to any new criteria being added to the chart or any criteria existing in the chart being changed. Such ten (10) day period shall commence upon the date of mailing or electronic transmission of the notice. The State shall maintain a current chart of Performance Indicators and shall provide a copy to the Contractor upon request.

Any additional performance audits will be developed in the same manner as the audits described herein. Thresholds will be determined by the relationship of the audit area to NCCHC essential and important standards, (i.e. thresholds are ninety five percent (95%) for essential standards and ninety percent (90%) for important standards).



If the Contractor considers any new criteria or changes to existing criteria to be a material change to the contract, it must notify the Department in writing within ten (10) business days from the date of the mailing or electronic transmission of the notice. The Contractor's notice shall include an explanation identifying why it considers the new criteria or changes to be a material change to the contract. For the purpose of Performance Indicator criteria additions and changes, material changes shall be changes that affect the time, scope, or cost of the contract. If the Contractor provides its timely notification to the IDOC that the new criteria or changes to the Performance Indicator criteria are material, the parties will then negotiate in good faith to add the new criteria or to change existing criteria via written amendment to the contract.

If the Contractor does not provide notification to the Department that the new or revised criteria are a material change to the contract within the ten (10) business days from the date of mailing or electronic transmission of the written notice, the new criteria or changed criteria will become part of the contract without further action by the parties. The Contractor must comply with new criteria or changes to existing criteria within thirty (30) calendar days of them becoming part of the contract, whether by written amendment or by failure of the Contractor to provide notice of materiality.

The table in Appendix 2 is a summary chart of criteria for the performance of the Contractor subject to performance audit. Each criterion has been assigned a "threshold". The audit will determine if the Contractor is operating above or below the established threshold. If the finding is that the Contractor is operating below the established threshold, liquidated damages may be imposed. Liquidated damages will be based on the average amount of time the State must invest to monitor and audit the performance of the Contractor. The average amount of time required is then multiplied by the cost, to the State, for the staff involved. As the Contractor's audit results continue to fall below the established thresholds, the number of people involved in monitoring performance is increased and the amount of liquidated damages is increased accordingly as illustrated in the table below.

Damages	Qty	Unit		Rate		Per Day Costs
LEVEL ONE	1	Day	X	\$144.00	=	\$144.00
LEVEL TWO	1	Day	X	\$321.00	=	\$321.00
LEVEL THREE	1	Day	X	\$928.00	=	\$928.00

The IDOC will conduct an initial audit and identify all performance indicators for which the Contractor does not meet the established threshold. For those audits that the Contractor does not meet the established threshold, the Contractor must cure those deficiencies or areas of non-compliance as described herein.



After the remedy period is over, the IDOC will conduct a follow up audit to determine if the deficiencies have been remedied to its satisfaction. If the Contractor falls below the threshold for the first follow up audit, then level one (see table above) liquidated damages will be assessed. The assessment of liquidated damages will continue on a daily basis until the Contractor notifies the IDOC that the deficiencies have been cured. The assessment will stop on the date of such notification, and the IDOC will schedule a second audit to determine if the deficiencies have been remedied to its satisfaction. The second (follow up) audit that does not meet established thresholds will result in assessment of level two (2) liquidated damages and the same process will follow. Level three (3) liquidated damages will be assessed for failure to meet audit standards for a third (3rd) time, and for subsequent failures.

The Department shall document and discuss liquidated damages with the Contractor prior to the issuance of notice of the imposition of liquidated damages. The Contractor will be notified in writing and the appropriate deduction will be made in the next monthly payment following the expiration of any applicable appeal deadline or other applicable cure or notice periods and in accordance with the contract requirements and limitations. If the next monthly payment is insufficient to fully recover liquidated damages, the State may, in its discretion require full payment by the Contractor of the then outstanding liquidated damages or may continue recovering liquidated damages from future payments to the Contractor.

CCA understands and agrees to comply with these requirements.

2.36 Death of an Offender

Upon the death of an Offender the Contractor shall complete all medical examinations required by State law or the IDOC; report the death immediately to the IDOC; furnish all information requested by the IDOC, the State, and the State Medical Examiner's Office; fully cooperate in an IDOC investigation or review; comply with and carry out IDOC's decisions regarding disposition of the body; and notify the relatives of the deceased Offender, if any, as soon as practicable. The provisions of this subsection shall not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses incurred. The IDOC, at its expense, may obtain the deceased Offender for burial at an IDOC facility, or arrange for burial and all matters incident thereto. The Contractor shall forward to the IDOC a certified copy of the death certificate, all autopsy and/or coroner's reports, and the Offender's file and medical records. The IDOC retains the right to conduct a serious incident review or investigation of every sentinel event at the Facility.

CCA understands and agrees to comply with these requirements.



2.37 Records and Reports

The IDOC shall provide to the Contractor all pertinent Offender records, or a copy thereof, upon transfer to the Facility. The Contractor shall prepare, maintain, and retain accurate, comprehensive, legible records for each Offender that includes any and all documentation, information, and records pertinent to that Offender in accordance with and as required by Operating Standards and the contract. The IDOC shall have full, unrestricted access to any and all Offenders records. Upon return to Idaho, the Contractor shall provide a complete set of records for each Offender, to include all records referenced throughout this RFP.

The Contractor shall abide by the Idaho Public Records Act and maintain records in a confidential manner.

CCA understands and agrees to comply with these requirements.

2.37.1 Access to Contractor Records and Documents

The IDOC shall have unrestricted access to any and all records, information, and documents of any type or kind which pertain to the Contractor's performance under the contract. The IDOC shall also have unrestricted access to any and all records or documents of any type or kind which pertain to any and all subcontractor performance under the contract. The IDOC shall give reasonable advance notice in the event it seeks access to such records or documents.

CCA understands and agrees to comply with these requirements.

2.37.2 Incident Reporting

The Contractor shall comply with IDOC SOP 105.02.01.001 General Reporting and Investigation of Major Incidents. This policy can be viewed via the internet at www.idoc.idaho.gov. Reporting procedures and forms will be supplied by the IDOC upon contract award. All incidents shall be reported by the Contractor to the IDOC Contract Monitor via telephone within one hour of the incident, or as soon as reasonably possible. This shall include, without limitation: disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); use(s) of force; assaults, mutual combat, and incidents of violence; fires; full or partial lockdown of the Facility; escape; weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather impacting security of the Facility (e.g., fence damage, power outages, severe flooding); hostage situations; life threatening emergency; bomb threats; transportation accidents resulting in injuries, death, or property damage; sexual assaults; and sexual misconduct (to include Offender with Offender, and Offender with staff).

All serious incidents will be investigated by the Facility, and a report be provided to the IDOC Contract Monitor as soon as reasonably possible. The IDOC and the



Contractor will collaborate and agree upon a format for the investigation report and submittal timeframe during contract implementation.

The IDOC retains the right to investigate any and all incidents involving Idaho Offenders and/or pertaining to performance of the Contract. The Contractor must cooperate with the IDOC on all such investigations. The Contractor shall report all criminal activity to its appropriate law enforcement investigative agency or local authorities in accordance with applicable regulations.

CCA understands and agrees to comply with these requirements.

2.37.3 Monthly Reports

By the tenth (10th) calendar day of each month the Contractor shall provide to the Contract Monitor the following monthly reports: a log of all disciplinary offense reports and disposition or action taken, a log of all positive drug tests, a restrictive housing roster, a report of all incidents by category in accordance with <u>subsection 2.37.2</u> *Incident Reporting* (e.g. the number of Offender on Offender assaults, the number of and reason for all Facility lockdowns), a suicide watch log, and the healthcare services statistical report. The Department reserves the right to require additional or different reports or reporting information from the Contractor throughout the term of the contract, on either an ad hoc or regular basis.

CCA understands and agrees to comply with these requirements.

2.38 Policy and Procedure Manual

The Contractor shall provide to the IDOC, for the IDOC's approval, a Facility procedure manual that covers the full range of Facility operations no later than ninety (90) days after the Service Commencement Date. The IDOC shall have unrestricted access to all of the Contractor's policies, procedures, and other governing documents for the duration of the contract.

CCA understands and agrees to comply with these requirements.

2.39 Photographing and Release of Information

The Contractor shall not release to the public any information, records, or other data concerning Offenders. The Contractor shall not release to the public personal histories or photographs of Offenders, or information concerning Offender's delivery, removal, intra-institutional transfer, retaking, or release. The Contractor shall not permit reporters or photographers to interview or photograph Offenders without the express prior written permission of the IDOC.

CCA understands and agrees to comply with these requirements.





2.40 Meeting Areas

The Contractor shall provide adequate space for meetings and hearings with IDOC authorities, including the Commission for Pardons and Parole Board, and legal representatives of Offenders. At the request and sole expense of the State, the Contractor shall provide telephonic access for such hearings before the Commission for Pardons and Parole Board of the State.

CCA understands and agrees to comply with these requirements.



SECTION 3. FACILITY MANAGEMENT AND OPERATIONAL REQUIREMENTS

3.1 Evaluation Codes

Certain subsections have an evaluation code assigned, which are defined as follows:

(ME) Mandatory and Evaluated Specification – Failure to comply with any subsection with an ME notation shall render Proposal non-responsive and no further evaluation shall occur. If deemed responsive, each subsection with an ME evaluation code shall receive an evaluation score. Proposer is required to respond to each subsection with an ME notation with information explaining how the requirements shall be met.

CCA understands and agrees to comply with these requirements.

3.2 Compliance With All Operating Standards

The Facility shall be maintained and managed, and all contract services shall be provided, in compliance with this RFP and the Operating Standards as defined in Appendix 1. Precedence in the standards within the Operating Standards is as follows: (1) court orders and consent decrees; (2) federal law; (3) state law; (4) local law; (5) National Commission on Correctional Healthcare Standards (NCCHC Standards); (6) ACA Standards for Adult Correctional Institutions (ACA Standards); and, (7) IDOC policies and SOP as set forth in this RFP or made applicable to the Contract at a later date in writing by the Department. These standards are complementary and what is required by one shall be binding as if required by all. If two or more standards are in conflict, the standard with a lower number in the list above shall supersede a higher numbered standard to the extent necessary to resolve any such conflict. If two or more standards are inconsistent, the more stringent shall apply. If any provision of this contract is more stringent than an applicable standard, the contract provision shall govern. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the IDOC shall determine the appropriate standard, notify the Contractor of this determination, and the IDOC's determination shall stand. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the standards or the contract is an additional or supplemental requirement to an issue addressed in another standard or the contract. The Contractor is responsible to stay informed of any and all changes in federal, state, and local laws, case law, consent decrees, and court orders at its own expense.

During the term of the contract, the Contractor shall comply with and implement any and all changes applicable to the operation of the Facility arising from any and all changes to the Operating Standards.



CCA understands and agrees to comply with these requirements.

3.2.1 Contract Amendment for Changes to Operating Standards

The parties recognize that each has entered into the contract based upon Operating Standards in effect as of the Service Commencement Date of the contract. If the Operating Standards change during the term of the contract, and the change impacts the services provided by the Contractor or operation of the Facility, either party may request an amendment to the contract to reflect the change in Operating Standards, including an increase or decrease to the Per Diem. The State shall review the requested change to the Per Diem and may adjust the Per Diem to reflect the Contractor's actual demonstrated cost increase or savings resulting from the change in Operating Standards. Any amendment to the Per Diem under this subsection 3.2.1 shall be made only upon a clear showing of entitlement and documentation of increased cost or savings resulting from the change in Operating Standards. Under no circumstances shall the Contractor fail to operate its Facility or not perform the services of this contract in compliance with the Operating Standards.

CCA understands and agree to comply with these requirements.

3.3 Office Space for the Contract Monitor

The Contractor shall be responsible for providing office space and equipment/ furnishings for the Contract Monitor in close proximity to the administrative offices at the Facility. The Contract Monitor's office door shall have a lock that is not master keyed, and a key shall be provided to the Contract Monitor. The office shall be provided with a desk, chair, and access to a telephone and telephone/ fax/ computer lines. The Contractor shall not be responsible for telephone charges for non-business long distance phone calls made from the Facility by the Contract Monitor.

CCA understands and agrees to comply with these requirements.

3.4 Staff Misconduct

The Contractor shall promptly notify the Contract Monitor of all allegations of staff misconduct, and shall provide the Department with notice of any employee suspension or termination for misconduct. The notification shall include all pertinent information concerning the alleged misconduct. Upon contract execution, the IDOC and the Contractor shall negotiate in a good faith effort to define a set of criteria for the reporting of allegations of employee misconduct to the IDOC.

The IDOC must have unrestricted access to any and all reports, investigations, or documents prepared by or for the Contractor pertaining to allegations of staff misconduct at the Facility. If IDOC concludes that the Contractor's investigation of staff misconduct is inadequate, the Contractor must utilize and cooperate with the Department's Office of Professional Standards services to investigate allegations of staff misconduct. The Contractor must cooperate fully with the IDOC Office of Professional Standards.



CCA understands and agrees to comply with these requirements.

3.5 Life Safety Codes

The Contractor shall operate and maintain the Facility in such a condition so as to comply with all applicable local and state fire and health codes, and occupancy codes in accordance with ACA Standards.

CCA understands and agrees to comply with this requirement.

3.6 Tobacco Free Environment

The Contractor shall provide a tobacco and smoke free environment.

CCA understands and agrees to comply with this requirement.

3.7 (ME) Administration

The Facility shall be managed by a single Facility Administrator employed by the Contractor. Proposers shall provide the minimum qualifications for the position. If known, proposer shall identify its proposed Facility Administrator and include that individual's resume with its Proposal.

Proposals shall describe the procedures that shall be used by Proposer to monitor operation of the Facility and adherence to Operating Standards and contract provisions.

Proposals must identify and describe the Proposer's Facility(ies) or Most Comparable Facility (MCF). If a Proposer does not have a Facility, which it believes is comparable to that contemplated by this RFP, the Proposer shall provide proposed policies, etc., in lieu of items requested from the MCF.

Proposals shall provide an organizational chart that accurately reflects the structure of authority, responsibility, and accountability within the Facility and between the Facility and proposer's off-site operations.

Proposer shall describe its experience in seeking and obtaining ACA accreditation.

CCA understands and agrees to comply with these requirements.

CCA maintains our position as America's leader in partnership corrections primarily because of the high caliber of corrections and business professionals we employ. Each of CCA's 62 operating facilities is overseen by a highly qualified Facility Administrator (i.e. Warden) who reports to an FSC Managing Director. The Wardens managing our facilities have an average of over 26 years of corrections experience and an average tenure with CCA of 13 years.



Great emphasis is placed on hiring, developing and retaining the Wardens in our system. CCA has developed policies specifically intended to provide selection and screening procedures to ensure high level quality applicants, process standardization, efficiency and consistency for filling vacancies of facility management positions. Wardens must have the requisite supervisory experience and a working knowledge of fundamental correctional practices and correctional facility management, pertinent corrections laws, rules and regulations, and the principles and practices of supervision and training. It is CCA's further expectation that facility management participate in training programs, courses and developmental activities that continue to enhance their job performance and correctional career development. To that end, CCA employs numerous internal and external training and career development programs to help our Wardens keep abreast of sound correctional procedure and companywide best practices.

Single Facility Administrator

CCA is proposing to house IDOC's offenders at a CCA-owned facility located in the State of Colorado – the Kit Carson Correctional Center, located in Burlington. (A detailed description of the facility is provided in the pages subsequent to this section.) The Kit Carson facility is managed by a single Facility Administrator (i.e. Warden) employed by CCA – Warden Vance Everett. It is CCA's intention to retain Warden Everett in his current position at the facility. A resume for Warden Everett is provided immediately following this page.

Minimum Qualifications

Graduate from an accredited college or university with a bachelor's degree in a social or behavioral science or other acceptable related field required. Eight (8) years of professional correctional experience required, including experience at the Assistant Warden level or above. Qualifying full-time professional correctional experience may be substituted for the education on a year-for-year basis to a maximum of four (4) years. A valid driver's license is required.

Must demonstrate a comprehensive knowledge of the practices and principles of correctional facility management; pertinent corrections laws, rules and regulations; and of the principles and practices of supervision and training.





Warden Kit Carson Correctional Center

Vance W. Everett

Vance Everett joined CCA in 2002 as a Shift Supervisor at the Bartlett State Jail in Bartlett, Texas, following a distinguished career with the Wyoming Department of Corrections (WDOC). While with WDOC he was promoted through a series of positions of increasing responsibility at various locations until being appointed Warden at the Wyoming State Penitentiary in 1997. He

also served at CCA's headquarters Facility Support Center as Director of Security before being promoted to his current position as Warden of the Kit Carson Correctional Center in 2011.

Mr. Everett began his career in corrections as the Beef Operation Manager at the Wyoming Honor Farm and was later promoted to General Farm Manager and ultimately Deputy Warden at that facility. He was promoted to Warden of the Wyoming Honor Conservation Camp before becoming Warden of the Wyoming State Penitentiary where he later served as Warden/Complex Administrator.

Mr. Everett studied at San Marcos State University in Texas and earned his Bachelor of Science Degree in Zoology and Animal Science at East Texas State University (now Texas A&M Commerce).

Experience:

- Warden, CCA/Kit Carson Correctional Center, 2011-present;
- Director of Security, CCA FSC, 2010-2011;
- Facility Activation Team Leader, CCA FSC, 2007-2010;
- Assistant Warden, CCA/Willacy County State Jail, 2007-2007;
- Chief of Security, CCA/Dawson State Jail, 2004-2007;
- Unit Manager, CCA/Mineral Wells Pre-Parole and Transfer Center, 2003-2004;
- Shift Supervisor, CCA/Bartlett State Jail, 2002-2003;
- Warden/Complex Administrator, WDOC/Wyoming State Penitentiary, 1997-2002;
- Warden, WDOC/Wyoming State Penitentiary, 1997-1997;
- Warden, WDOC/Wyoming Honor Conservation Camp, 1996-1997;
- Deputy Warden, WDOC/Wyoming Honor Farm, 1989-1996;
- General Farm Manager, WDOC/Wyoming Honor Farm, 1985-1989; and
- Beef Operation Manager, WDOC/Wyoming Honor Farm, 1982-1985.

Professional Affiliations:

- Member, American Correctional Association; and
- Past President, West Central Wardens and Superintendents Association.



Monitoring Procedures

CCA has accumulated significant expertise in monitoring and improving performance levels through a variety of leading-edge techniques. These efforts are led at a corporate level by the Quality Assurance (QA) division, which coordinates with dedicated Quality Assurance Managers at each of our facilities. The QA division includes four staff members at the FSC and is led by a Managing Director who reports directly to the company's Executive Vice President and General Counsel. In addition to the staff at FSC, the Managing Director leads a team of 11 full-time auditors, subject matter experts with each team member having an average of 20 years of corrections experience.

CCA's formal Quality Assurance Plan (QAP) provides internal monitoring at our facilities that adheres to CCA and industry standards and best practices in the delivery of correctional care, custody and services. The cornerstone of CCA's QAP is a comprehensive operational audit tool and sophisticated QA tracking system that allows us to meticulously monitor adherence to required standards of operation and study trends within a single facility or across the company. CCA was the first major correctional system to develop an extensive electronic quality assurance audit and compliance data tracking system. Today, the QA division utilizes proprietary Quality Assurance Tracking Software to collect performance and compliance information. The Quality Assurance Tracking Software houses the facility-specific operational audit tool, which is reviewed and updated on an annual basis to account for changes in regulation or policy, as well as to ensure that it adequately covers all areas of concern. The CCA Audit Tool for 2012 encompasses over 1,400 items in the areas of General Administration, Human Resources, Training, Health Services, Security and Control, Safety and Sanitation, Physical Plant, Food Service, Classification and Unit Management, Inmate Programs and Services, PREA and Finance. The Audit Tool will also include any partner-specific supplemental items required by the RFP's Operating Standards.

The Quality Assurance Tracking Software also includes an Enterprise Intelligence (EI) module that allows timely and insightful reporting of audit results to facility and corporate management teams. The EI functionality and the large amount of data obtained annually allow CCA to gain powerful insight into performance patterns, common concerns across facilities and winning strategies to improve performance. A methodology successfully applied in one group of facilities can be applied at facilities that may be underperforming in that same area. Patterns of non-compliance can thus be deterred, while outstanding correctional practices are identified and proliferated. Similarly, Plans of Action found to be effective in addressing a variety of root causes across several facilities are captured and maintained in the audit database for strategic consideration in the management of similar deficiencies in other facilities. Hence, rigorous study of the metrics captured by this system, combined with the implementation of workable solutions for deficiencies revealed



through audits and reviews, allows us to advance toward our goal of operating all facilities at a higher level of safety and security than any other partnership provider.

The QA Division's full-time team of auditors uses the CCA Audit Tool to conduct unannounced operational audits of every CCA facility each year, an industry-leading practice. CCA has the ability to tailor this tool to the needs of its individual partners to allow customized audits to be conducted based on partner requirements. Results from the facility reviews are maintained in the Quality Assurance Tracking Software, along with reports from ACA reviews, partner audits and other external audits and internal reviews.

At the conclusion of each operational audit, the Director, Operational Audits (Audit Team Leader), in consultation with the FSC Managing Director of Quality Assurance, prepares a comprehensive final report that contains the audit team's findings. The audit report recognizes commendable practices that will be shared with other CCA facilities. More importantly, the final audit report is organized to report priority findings by discipline and is distributed to key personnel throughout the company – not just at the facility level. It provides a detailed blueprint enabling the facility to put corrective actions into place. The facility is responsible for developing a detailed corrective Plan of Action that addresses the root cause(s) of deficiencies cited for any and all areas receiving a less than satisfactory rating on any external regulatory agency, government partner or CCA-initiated review or audit.

The facility Quality Assurance Manager (QAM) plays a key role in maintaining a high quality operation at a CCA facility. The QAM is the point person at the facility to ensure, through regular monitoring and, when necessary, corrective action, that operational practices comply with applicable policy, regulations and contract requirements. The QAM also facilitates the ongoing collection of performance data at the facility. In addition to quarterly self-monitoring and other daily, weekly and monthly inspections, the facility QAM is responsible for:

- Monthly and quarterly internal departmental audits as required by ACA standards, contract requirements and policies and procedures;
- Monthly audits of all key physical plant security elements, performed by the facility Warden and/or other designated staff;
- Communication to the QA division at FSC regarding any partner or other external audit report received by the facility;
- Annual ACA compliance review; and
- Annual review of policies and procedures for revisions.

CCA is committed to ACA accreditation for our facilities. The unannounced annual audit process includes reviews of selected mandatory ACA files, while the items in the CCA Audit Tool provide for a thorough review of processes related to those standards and many of the non-mandatory standards. CCA also brings experienced review teams to the facilities to conduct full mock ACA audits prior to the actual



accreditation audit, helping to ensure that the facility is audit ready. CCA has embarked on a project to convert facility ACA files to electronic format over the next year, another practice that places the company at the forefront of the industry.

CCA believes that our commitment to quality is second to none in the correctional industry. Through continuous and rigorous monitoring of operations at our facilities, including our unannounced audit process, our commitment to innovation and our utilization of robust and efficient technology to manage large amounts of data, we believe we offer capabilities and solutions unmatched by any other partnership corrections company.

ACA Accreditation

CCA shares similar principles with the IDOC. The Department's values of honesty, integrity, teamwork, flexibility and open communication mirror our own. CCA's Guiding Principles are embedded into our organization as a part of our mission statement. As corrections professionals, these principles include integrity, respect, trust and loyalty; as a company, they include safety and security, quality, accountability, service-driven, cost effectiveness, teamwork, communication and innovation. Like IDOC, we too value a professional environment that fosters trust, credibility, dignity and respect for staff, the public and offenders. Together, this helps us to achieve our mission – "In partnership with government, we will provide a meaningful public service by operating the highest quality adult corrections system in the United States."

A key method for ensuring that our services are provided at a consistently high level is the company policy of seeking and maintaining accreditation by the nationally recognized American Correctional Association. All CCA facilities are managed in accordance with the guidelines of the ACA; 58 of CCA's 62 operating facilities are accredited. Of the remaining four, two are scheduled for accreditation later this year and two are preparing to seek accreditation in 2013.

CCA is committed to not only obtaining and maintaining ACA accreditation at our facilities, but to the achievement of exemplary performance as evidenced by our companywide audit scores. CCA's companywide average ACA scores for the past ten years are as follows:

2011 – 99.2%	2006 – 99.4%
2010 – 99.1%	2005 – 99.1%
2009 – 99.4%	2004 – 99.4%
2008 - 99.2%	2003 – 99.3%
2007 - 99.4%	2002 - 98.9%

CCA achieved initial ACA accreditation at the Kit Carson facility in May 2000 and the facility maintains ongoing ACA accreditation to date. The facility received a score of



100% compliance with all Mandatory standards and an outstanding **100% compliance with Non-Mandatory standards** during its most recent ACA audit in May 2012, as well as the ACA audit conducted at the facility three years prior.

Furthermore, CCA has continuously maintained ACA accreditation of our Idaho Correctional Center, which opened under contract with the State of Idaho in July 2000. ICC received its initial ACA accreditation in October 2001. The most recent accreditation was achieved in September 2010 with the facility earning a score of 100% compliance with all Mandatory standards and a high score of 99.3% compliance with Non-Mandatory standards.

CCA is by far the industry leader in achieving ACA accreditation. In fact, CCA manages more ACA-accredited adult detention facilities than all other private organizations combined. CCA also clearly leads in terms of percentage of its adult facilities achieving ACA accreditation (*Data from www.apcto.org*, *March 31*, 2011).

CCA's success in achieving and maintaining ACA accreditation continues to be a strong indicator of the quality of our correctional management.

Proposed Facility

As previously stated, CCA is proposing to house IDOC offenders at the Kit Carson Correctional Center, a CCA-owned facility located in the State of Colorado. Being located in the western half of the nation puts this Colorado facility in closer proximity to the State of Idaho, making transportation to and from the State less expensive and more convenient for IDOC and offenders' visitors. The facility has been in operation more than ten years housing adult male offenders for the Colorado Department of Corrections. The facility is ACA accredited and has well-trained, seasoned staff already in place.

The Kit Carson facility has available bed space that meets the requirements of the RFP and can accommodate the IDOC's initial transfer of 250 offenders within a sixty-day timeframe, and potentially sooner if desired by IDOC, without disrupting the facility's daily routine operations. Additional beds will be made available to accommodate at least up to the full approximately 800 (768) IDOC offenders, as needed, at the facility.

An informational document highlighting key attributes of the Kit Carson facility is provided immediately following this page. The facility summary is followed by a facility layout, overview of the key design features and finally the respective organizational charts that accurately reflect the structure of authority, responsibility and accountability within the facility and between the facility and CCA's FSC.



3.8 Staffing Requirements

3.8.1 (ME) Staffing Pattern and Posts

The Proposer must describe its staffing pattern to address the administrative, healthcare services (to include mental health), support, food services, Offender supervision, and security needs of the Facility. The Proposer shall make job descriptions, minimum qualifications, and education/experience requirements for all positions and staff available to the IDOC upon request. The Proposal must include security post staffing and Offender-to-staff ratios. The Proposal must identify all mandatory security posts that shall be manned twenty-four (24) hours per day, seven (7) days per week. The Proposal must also describe the posts that will be carrying firearms and the training provided to staffs assigned to carry weapons. The Contractor shall provide uninterrupted supervision of Offenders twenty-four (24) hours per day seven days per week.

The IDOC prefers that the Contractor provide direct supervision of Offenders in all housing units. The Proposal must describe how the requirements of this subsection will be accomplished.

CCA understands and agrees to comply with these requirements.

We take seriously our obligation to provide sufficient staff to properly manage each CCA correctional facility we own or manage. We further recognize the importance of that obligation in maintaining security and safety throughout a facility. Our priority is to develop Staffing Patterns that ensure a satisfactory number of employees are posted within housing units and program/activity and services areas for prompt response to emergencies or daily inquiries from offenders. In considering staffing needs, CCA's first priority is to preserve the safety and security of the public, staff and offenders. CCA's security Staffing Patterns are based on a post analysis specifying all posts and positions at the facility and the staff necessary to fill those posts or positions twenty-four (24) hours per day, seven (7) days per week. As previously mentioned, other key variables used to determine custody post placement include the following:

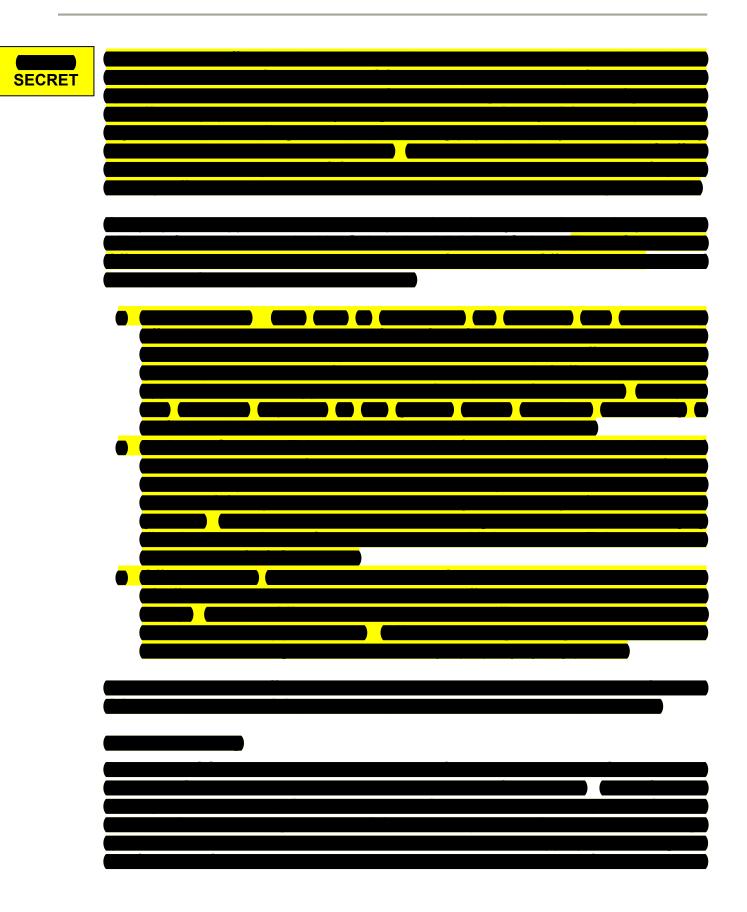
- Mission of the facility;
- Requirements of the contracting agency;
- Total number of offenders at the facility;
- Classification of offenders to be housed;
- Programming needs;
- · Location and design of physical plant;
- Security systems;
- CCA's experience in staffing and managing similar correctional facilities;
- CCA and applicable agency policies and procedures; and
- Applicable state law and legislative requirements.



Our Staffing Patterns provide positions to manage all areas of facility operations, including an appropriate number of Correctional Officers to allow for around-the-clock supervision, monitoring and regulation of offender movement and accountability in order to obtain optimum safety. To assist IDOC with its review of our proposal, we have provided two versions of our Staffing Pattern. The first version demonstrates the Staffing Pattern with the initial planned ramp up of 250 IDOC offenders (along with the base population of 720 Colorado offenders). The second version demonstrates a full facility Staffing Pattern with 768 IDOC offenders (along with the population of 720 Colorado offenders). As IDOC ramps the facility population from the initial 250 to the full approximately 800 (768), incremental Staffing Patterns would be created, as needed, to accommodate the population. We stand ready to discuss the incremental staffing levels if IDOC so desires. Staffing Patterns for the Kit Carson facility are provided in Appendix 4 and include the components listed below.

- Staff positions to provide offender supervision and management of all operational, program and service areas, to include:
 - Management/Support (e.g. Warden, Training Manager, Human Resources Manager, Bookkeeper, etc.);
 - Security/Operations (e.g. Chief of Security, Shift Supervisor, Central Control Officer, Security Threat Group Officer, etc.);
 - Unit Management (e.g. Chief of Unit Management, Unit Manager, Case Manager, Correctional Counselor, Housing Officer, etc.);
 - Maintenance;
 - Services (e.g. Warehouse/Commissary Worker, Food Service Supervisor, Laundry Supervisor, etc.);
 - o Programs (e.g. Recreation Supervisor, Chaplain, etc.);
 - Health Services;
 - o Education; and
 - o Contract positions (e.g. paralegal, optometrist, etc.);
- Direct supervision. In keeping with IDOC's preference, CCA's Staffing Patterns provide correctional staffing that utilizes direct supervision in living units housing the Idaho population. This means a Correctional Officer will be stationed inside a housing unit pod at an assigned post on a continuous basis in order to provide direct supervision to offenders living in the pod twenty-four (24) hours per day, seven (7) days per week;
- Security post staffing. Each security post is designated on the Staffing Patterns by an asterisk beside the position title;
- Offender-to-staff ratios. These ratios are shown on the Staffing Patterns for offender-to-Correctional Officer; offender-to-uniformed staff and offender-tototal staff; and
- Mandatory security posts. Mandatory posts are designated on the Staffing Patterns by using a red font for the position title.









3.8.2 Background Checks

The Contractor shall perform background checks on all potential employees and volunteers in accordance with Operating Standards and state and federal statutes.

CCA understands and agrees to comply with these requirements.

3.8.3 (ME) Drug Free Workplace

All potential employees must pass a drug test prior to beginning work at the Facility. The Proposer must describe its drug free workplace policy.



CCA understands and agrees to comply with these requirements.

CCA is committed to providing a drug-free workplace. Due to the safety and security-sensitive environment in which CCA facilities operate, it is our objective to discourage the abuse of drugs and/or alcohol by our employees. In addition to outlining procedures pertaining to prohibited conduct, drug testing, etc., our drug and alcohol policy outlines methods of available assistance for employees seeking treatment for substance abuse. The proposed facility operates under the provisions of CCA's drug-free workplace policy.

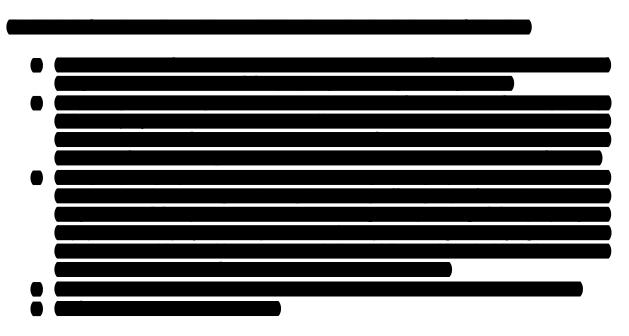
<u>Pre-Employment Drug Screening</u>: CCA policy and procedures require all applicants to undergo pre-employment drug testing as part of CCA's pre-employment process. Any offer of employment is made contingent upon the applicant successfully passing a company-paid drug screening. Failure to pass or to submit to this screening for any reason may result in withdrawal of a conditional offer of employment and/or termination of conditional employment.

Random Drug Testing: Regardless of position or rank, all CCA employees may be subjected to random drug testing during their employment. Employees are selected for random testing through the use of a neutral selection process administered only by CCA's FSC Human Resources Department. The designated representative at the employee's work location is responsible for notifying selected employees of the impending test and will designate a specific time and place to report for the specimen collection. Every effort is made to collect the specimen as soon as possible after the employee's initial notification.

Security measures at the collection site will be such that adulteration, dilution or substitution of specimen should be detected and prevented. Chain of custody procedures are followed such that necessary information is documented on the specimen bottle and specific chain of custody forms are accurately documented. Specimens will be collected in accordance with the appropriate laboratory's specimen collection procedures.

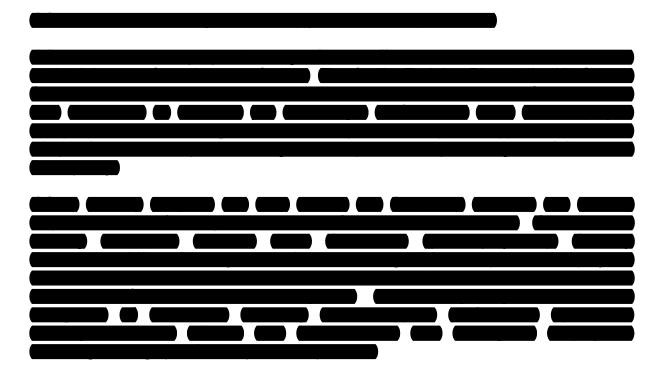
Probable Cause (Reasonable Suspicion) Testing: An employee may be requested to undergo drug or alcohol testing when there is reasonable suspicion that an employee is using or has used drugs or alcohol in violation of the established company policy. When an employee is notified that he/she is required to submit to testing, every effort will be made to collect the specimen as soon as possible after the initial notification. Prior to the collection of the specimen for testing, the employee will be provided a written statement describing the basis of the reasonable suspicion determination. In addition, employees who cause or contribute to a workplace accident may be required to undergo a drug or alcohol test if there is reasonable suspicion to suggest that the employee is in violation of CCA's drug and alcohol policy.



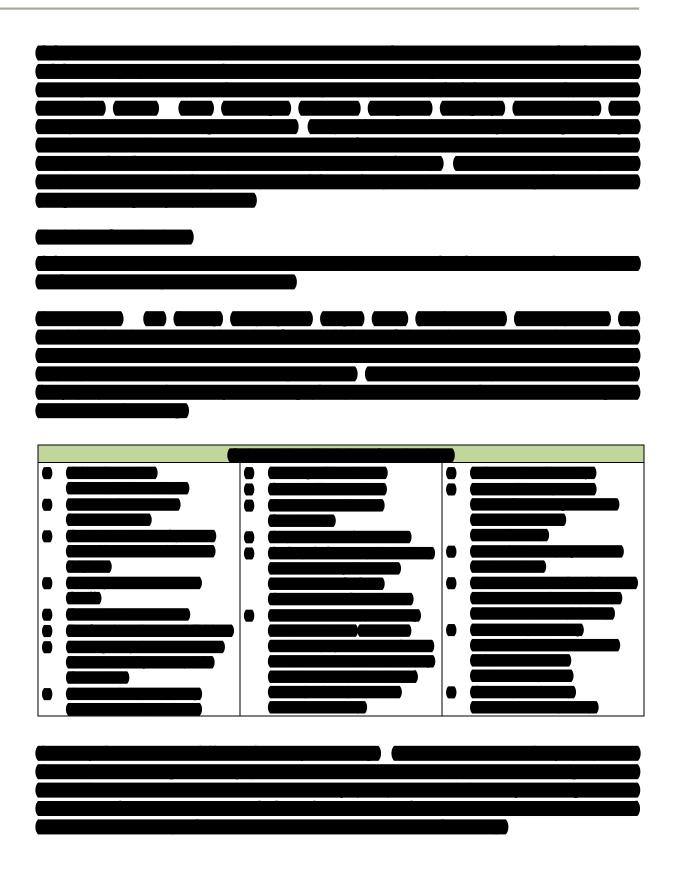


3.8.4 (ME) Training Requirements

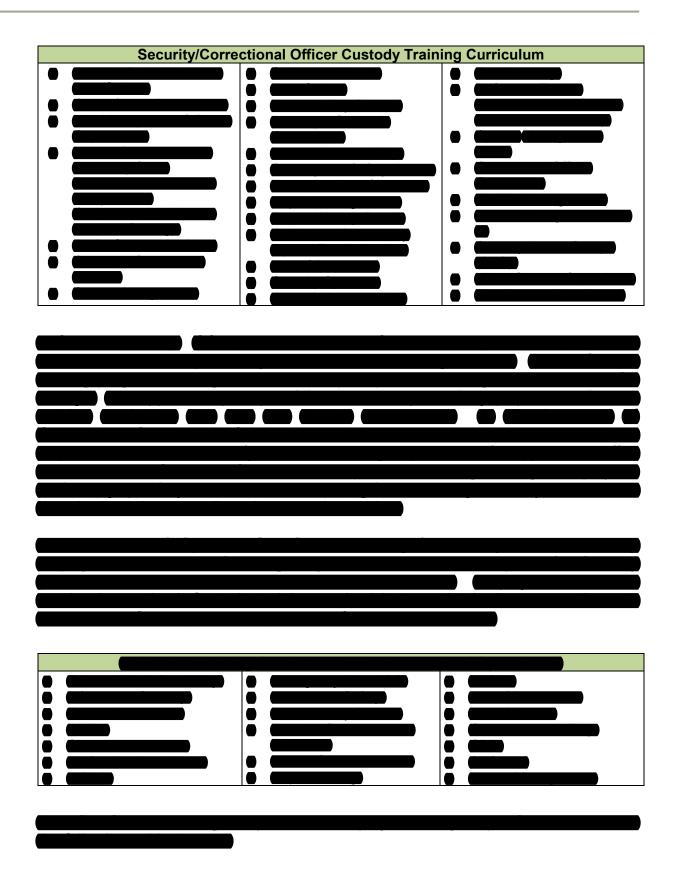
Proposers shall describe its employee training program. Proposals shall include detailed training curricula, which differentiates between training provided to different classes of employees (e.g. security, clerical). At a minimum, the Proposer's employees must receive the same number of hours of pre-employment and inservice training as are required by ACA Standards. Training reports shall be submitted to the Contract Monitor as requested.



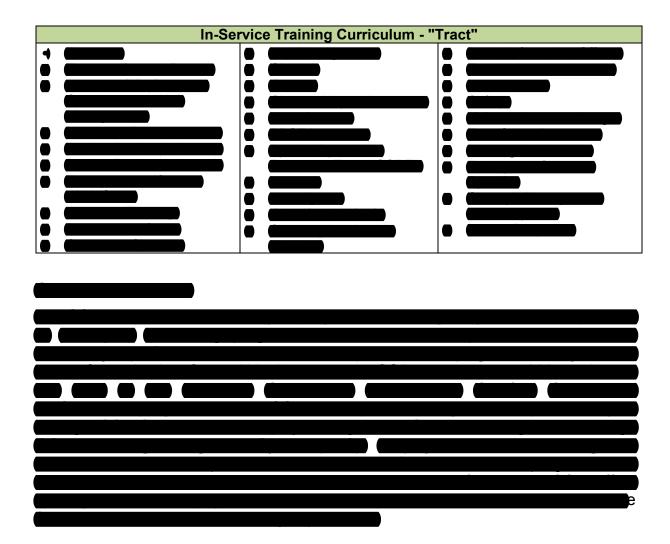












3.9 Access by State – Access to Staff and Records

The Contract Monitor, IDOC officials, and other State of Idaho employees shall have access at all times, with or without notice, to Offenders, employees, volunteers, subcontractor employees, all areas of the Facility, all books and records (including without limitation financial records related to the contract and employee disciplinary records), and reports kept by the Contractor concerning the repair, maintenance, and operation of the Facility. The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee applications and disciplinary records. IDOC reserves the right to audit the contract, Contractor, and Facility in any manner the Department deems to be appropriate.

CCA understands and agrees to comply with these requirements.



SECTION 4. CONTRACT REQUIREMENTS

4.1 Terms and Conditions

The terms and conditions in this RFP shall be Special Terms and Conditions under the State of Idaho Solicitation Instructions to Bidders and the State of Idaho Standard Contract Terms and Conditions. Except as modified by these Special Terms and Conditions, the terms and conditions of the Idaho Solicitation Instructions to Bidders and the State of Idaho Standard Contract Terms and Conditions shall govern the contract.

Notwithstanding the provisions of section 31 of the State of Idaho Standard Contract Terms and Conditions, the contract between the parties consists of and precedence is established by the order of the following documents:

- 1. An amendment to the contract executed as provided in this RFP, with the more recent amendment taking precedence over a less recent amendment;
- 2. The purchase order or other final document executing the contract;
- 3. The RFP:
- 4. The State of Idaho Standard Contract Terms and Conditions; and
- 5. The Contractor's Proposal.

The above numbered documents are, collectively, the "contract." These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned contract documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the above mentioned contract documents is an additional or supplemental requirement to an issue addressed in another of such documents.

Where terms and conditions specified in the Contractor's Proposal differ from the terms in this RFP, the terms and conditions of this RFP shall prevail. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in this RFP, the supplemental terms and conditions shall be applicable to the contract only if specifically accepted by the Idaho Division of Purchasing in writing. Assumptions specified in the Contractor's proposal shall be supplemental terms and conditions under this subsection. The State may, at its discretion, deem a Proposal in which the Proposer who conditions its Proposal upon supplemental terms and conditions, including assumptions, non-responsive or the State may strike such supplemental terms and conditions from the contract.

CCA understands and agrees to comply with these requirements.



4.2 **Definitions**

Terms, whether capitalized or not, in the RFP and its exhibits and attachments shall have the meanings set forth in the RFP and the exhibits and attachments unless the context requires otherwise. Where a term is not defined in the RFP or its exhibits and attachments, or the definition is inadequate, the term shall have the meaning set forth in the Solicitation Instructions to Contractors, if defined therein, or in the State of Idaho Standard Contract Terms and Conditions, if defined therein.

CCA understands and agrees to comply with these requirements.

4.3 Compensation

4.3.1 Per Diem

The Contractor shall be paid a Per Diem amount based on the actual number of Offenders housed at the Facility each day at the count time specified by the IDOC. IDOC shall not pay any other costs, fees, or expenses, including contract start up or transition costs, apart from Per Diem, except as expressly provided for herein. The Per Diem must be a Fully Burdened Rate. The IDOC does not guarantee that it shall maintain the population of Offenders at any certain level during the term of the contract.

For the first (1st) and second (2nd) year of the term of the contract, the Contractor shall be paid the Per Diem established by the contract. For any renewal periods, the Contractor shall be paid the Per Diem in effect during the previous year plus an annual adjustment for inflation, if necessary. Any annual adjustment for inflation shall be as set forth in the Consumer Price Index (as stipulated in <u>subsection 4.3.2</u> below) or three percent (3%) per year, whichever is less.

CCA understands and agrees to comply with these requirements.

4.3.2 Per Diem Adjustment For Inflation

An adjustment for inflation may be allowed based upon the percentage change of the Table 3. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, West urban, size B/C, as published by the U.S. Dept. of Labor, Bureau of Labor Statistics (http://www.bls.gov). This information may be accessed at www.bls.gov as follows:

- once at <u>www.bls.gov</u>, click on the "Major Economic Indicators" link under Economic Releases;
- -click on the "PDF" link under Consumer Price Index;
- scroll to "Table 4";
- find in that table "West Urban" and use the "Size B/C" data.

After the second (2nd) year of the term of the contract, the percent change to be allowed, if any, shall be the percent change from three (3) months prior to the



beginning of the second (2nd) year of the term of the contract (the month of which shall be the initial base month) to the month twelve months after that month. For any subsequent adjustments for inflation, the base month shall change to the month twelve months after the prior base month for contract Per Diem adjustments. The adjusted Per Diem shall be rounded to the next higher cent.

All Per Diem adjustments for inflation are subject to approval by the Division of Purchasing and no Per Diem adjustment for inflation shall be in effect until approved by the Division of Purchasing. The Division of Purchasing reserves the right to require supporting documentation for any adjustments. As identified in Idaho Code § 20-241A(2)(e), an upward Per Diem adjustment for inflation shall be allowed no more frequently than annually.

CCA understands and agrees to comply with these requirements.

4.3.3 Request for Per Diem Adjustment For Inflation

To request a Per Diem adjustment for inflation, the Contractor shall submit a written request no less than thirty (30) days prior to the proposed effective date of the requested increase. The request shall include the contract number and be sent to the Division of Purchasing, 650 W. State Street, B-15, Boise, ID 83702. The State of Idaho reserves the right to require the Contractor to decrease the Per Diem for a downward adjustment for inflation in the same manner described above. Decreases shall be made effective immediately upon notification to the Contractor.

CCA understands and agrees to comply with these requirements.

4.4 Contract Payment Provisions

Payment of the Per Diem rate is contingent on the Contractor delivering a proper invoice and any other documents required by the contract to the IDOC Contract Monitor at the conclusion of each calendar month. The Contractor shall include with each invoice a statement listing the number of Offenders at the Facility for each day of the invoiced period. The Department shall reimburse the Contractor within thirty (30) days of receipt of the Contractor invoice, minus assessed liquidated damages or Per Diem adjustment decreases as provided for in the contract.

CCA understands and agrees to comply with these requirements.

4.5 Contractor Responsibilities

The Contractor shall coordinate the successful execution of the contract and direct all performance activities on a day-to-day basis. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with the IDOC Contract Administrator any issues, recommendations, and decisions related to the contract. The Contractor will be the sole point of contact on all matters related to the performance of the contract. The Contractor represents and warrants that it has the necessary and requisite skill to perform the work



required under this RFP and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

CCA understands and agrees to comply with these requirements.

4.5.1 No Delegation of Authority or Responsibility Implied

Nothing in the contract shall be construed as authorizing, allowing, or implying any delegation of authority or responsibility to the Contractor or any subcontractor pertaining to those certain responsibilities enumerated in Idaho Code § 20-241A.

CCA understands and agrees to comply with this requirement.

4.6 Replacement Personnel

The IDOC has an interest in providing a healthy and safe environment for its Offenders. The IDOC also has an interest in ensuring that the operation and management of the Facility is carried out in an efficient, professional, legal, and secure manner. The IDOC, therefore, may, in its sole discretion, request that Contractor reassign or otherwise remove from performing services under the contract, any staff member, subcontractor, or subcontractor staff member reasonably found unacceptable to the IDOC in light of above referenced principles.

DOC shall submit a written request, which will include the basis for IDOC's request for reassignment or removal. The Contractor shall consider the Department's basis for the request and, if appropriate, consult with the Department. If the Contractor disagrees with the basis for reassignment or removal of its employee from service under the Contract, the Contractor shall notify the Contract Monitor within forty-eight (48) hours.

Should the IDOC be dissatisfied by the Facility Administrator's failure to comply with the Contract, the IDOC, in addition to the other remedies set forth in the contract, shall have the right to require a replacement of the Facility Administrator at no additional cost to the IDOC.

When the Facility Administrator position is to be vacated for any reason, the Contractor shall submit the résumé of the replacement person for such position. The Contractor shall submit the résumé of any interim Facility Administrator, along with such other information as the IDOC may reasonably request, within five (5) business days after the decision to vacate becomes known to the Contractor.

The IDOC reserves the right of final approval of any replacement candidate offered for the position of Facility Administrator. The IDOC may reject a proposed replacement for any reasonable cause(s). Should the IDOC reject the Facility Administrator replacement candidate, the Contractor shall be provided a reasonable period of time to offer a replacement.



4.7 Insurance

Upon contract award and for the entire term of the contract, including any renewals or extensions, the Contractor shall, at its expense, have, maintain and provide proof of the insurance required below and shall comply with all limits, terms and conditions of such insurance. Upon failure of the Contractor to obtain or maintain the required insurance, the State may obtain the required insurance and hold the Contractor responsible for the costs of such insurance, including by offset, until proof of the required coverage is provided to the State.

CCA understands and agrees to comply with these requirements.

4.7.1 Commercial General Liability Insurance and Umbrella Liability Insurance Commercial General Liability Insurance (CGL) and, if necessary, Umbrella Liability insurance covering bodily injury and property damage. CGL insurance shall include liability arising from premises, operations, independent contractors, personal injury and advertising injury, liability coverage product-completed operations, liability assumed under an insured contract and blanket contractual liability coverage for the indemnity(ies) provided for each Facility included under the contract. The minimum combined single limit per occurrence shall be no less than one million dollars (\$1,000,000.00). The minimum combined aggregate limit per occurrence shall be no less than two million dollars (\$2,000,000.00). The IDOC and the State must be named as additional insureds.

CCA understands and agrees to comply with these requirements.

4.7.2 Automobile Liability Insurance and Umbrella Liability Insurance Automobile Liability Insurance and, if necessary, Umbrella Liability insurance covering owned, non-owned, and hired vehicles. Automobile liability coverage may be written in combination with CGL insurance. The minimum combined per occurrence amount shall be no less than one million dollars (\$1,000,000.00).

CCA understands and agrees to comply with these requirements.

4.7.3 Workers' Compensation Insurance

Workers' compensation insurance shall meet the statutory requirements of all states in which the Contractor operates, to include Idaho. The minimum of the Employer's liability shall be no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease for each employee, and \$500,000 policy limit bodily injury by disease. For workers' compensation insurance, the Contractor shall provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.



4.7.4 Professional Liability Insurance (Error and Omission)

Professional Liability Insurance covering any damages caused by any error or omission, or any negligent acts, which insurance shall cover any negligent work or services performed by any person or entity required to be licensed to perform such work or service in the state in which the Facility is operating. The minimum combined single limit per occurrence shall be no less than two million dollars (\$2,000,000.00). The minimum combined aggregate limit per occurrence shall be no less than four million dollars (\$4,000,000.00). If any professional services at the Facility are supplied by a person or entity not the employee of the Contractor, the Contractor is required to obtain proof of the required coverage from such person or entity and provide such proof to the State. The limits of liability required for such person or entity shall be the same as required herein unless other limits are specifically agreed to in writing by the State.

Continuous "claims made" coverage shall be acceptable in lieu of "tail coverage," provided its retroactive date is on or before the Service Commencement Date. If the "claims made" policy is cancelled, non-renewed or changed to "occurrence form" coverage, then "tail coverage" shall be purchased for a duration of twenty four (24) months.

CCA understands and agrees to comply with these requirements.

4.7.5 Additional Insured

The CGL and Automobile Liability insurance coverages required shall include the state of Idaho, the DOP, and the IDOC as additional insureds. Failure to include the state of Idaho, the DOP and the IDOC as additional insureds may be deemed a breach of the contract.

CCA understands and agrees to comply with this requirement.

4.7.6 Acceptable Insurers, Deductibles, Subrogation

Insurance coverage and bonds required under the contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy shall be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability. All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles shall not be deducted from any damages due to the State.



4.7.7 Notice of Cancellation or Change

There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without prior written notice from the Contractor's insurer(s) to the DOP and the IDOC. Prior written notice shall be in accordance with the insured's policy. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, the DOP, and IDOC.

CCA understands and agrees to comply with these requirements.

4.7.8 No Representation of Adequacy

By requiring insurance herein, the State does not represent that coverage and limits shall necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on any of the indemnities granted to the State in the contract.

CCA understands and agrees to comply with this requirement.

4.7.9 Performance and Payment Bonds

Prior to performing any work related to the contract, the Contractor shall provide a performance bond and a payment bond in a form acceptable to the IDOC, both in amounts not less than four million dollars (\$4,000,000.00) covering its obligations under the contract. The performance and payment bonds may be issued/maintained on an annual basis.

CCA understands and agrees to comply with this requirement.

4.8 Save Harmless and Indemnification

The Contractor shall exonerate, indemnify, defend, and hold harmless the State and the IDOC and the State's and the IDOC's officers, agents, and employees from and against any and all lawsuits, claims, or legal causes of action of any type arising from, in any manner, the Contractor's performance under this Agreement. The right to indemnification shall be in addition to, and not in lieu of, any remedy otherwise available to the State or the IDOC. Any indemnification obligation is not diminished or limited in any way by the total limits of insurance required to be held by the Contractor. Indemnification of the State and the IDOC shall not be construed to deny the State or the IDOC any of the benefits of any law that limits exposure to liability or damages and the State and the IDOC do not waive any immunity otherwise extended by law.

CCA understands and agrees to comply with these requirements.



4.8.1 Post Conviction Actions

Confinement by the Contractor shall not deprive any Offender of any legal right which he would have if confined in a State of Idaho managed correctional facility. The State will defend any post conviction action, including appeals and writs of habeas corpus, filed by an Offender and challenging the underlying judgment of conviction or the sentence imposed, at no cost to the Contractor.

CCA understands and agrees to comply with these requirements.

4.8.2 Notice of Claims

Within ten (10) calendar days after receipt of a summons by the State or the Contractor, or by any agent, employee or officer thereof, in any action, or within fifteen (15) calendar days of receipt of a notice of claim by the State or the Contractor, or by any agent, employee or officer thereof, the State or the Contractor, or any agent, employee or officer, shall notify the other party in writing of such summons or notice of claim. The notice requirement is intended to ensure that defense of the claim is not harmed by failure to comply with the notice requirements.

CCA understands and agrees to comply with these requirements.

4.8.3 Right to Insurance Benefits

Indemnification by the Contractor shall not preclude the State from receiving the benefits of any insurance the Contractor may carry that provides indemnification for any loss, liability or expense related to the contract.

CCA understands and agrees to comply with this requirement.

4.8.4 Cooperation in Defense

The Contractor and the State shall cooperate in defending claims filed against either of them. The settlement of any claim against the State shall require the written consent of the State, which consent shall not be unreasonably withheld and no settlement of claims against the State shall be effective without such written consent.

CCA understands and agrees to comply with these requirements.

4.8.5 Additional Remedy Available to State

The right to indemnification shall be in addition to, and not in lieu of, any remedy otherwise available to the State. Any indemnification obligation is not diminished or limited in any way by the total limits of insurance required to be held by the Contractor. Indemnification of the State shall not be construed to deny the State any of the benefits of any law that limits exposure to liability or damages and the State does not waive any immunity otherwise extended by law.

CCA understands and agrees to comply with these requirements.



4.8.6 State's Right of Offset

In the event that the State is not fully indemnified as required, in addition to any other remedies available to the State by law or in the contract, the State may set off against monies owed to the Contractor an amount equal to any amount not indemnified by the Contractor or can otherwise claim the same as damages.

CCA understands and agrees to comply with this requirement.

4.8.7 Attorney's Fees

In the event of a legal proceeding of any kind instituted under the contract or to obtain performance of any kind under the contract, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees, court costs, costs of investigation, and other related expenses incurred in connection herewith in addition to any other available remedies.

CCA understands and agrees to comply with this requirement.

4.9 Confidential Information

The provisions of this subsection shall supplement and not replace section 25 of the State of Idaho Standard Contract Terms and Conditions. Confidential Information as defined in section 25 of the State of Idaho Standard Contract Terms and Conditions shall include but not be limited to certain IDOC SOPs and policies as identified in the contract, Offender medical records and information, Offender mental health records and information and any other financial, personnel or other information that the Department regards as confidential and not subject to public disclosure pursuant to Idaho law, other applicable law, or as a matter of policy. The Contractor shall be liable for the disclosure of such information whether the disclosure is intentional, negligent or accidental, unless otherwise provided below. The Contractor shall defend and incur all costs, including reasonable attorney fees, for actions which arise as a result of noncompliance by the Contractor or its subcontractors regarding the Confidential Information restrictions herein.

CCA understands and agrees to comply with these requirements.

4.10 Ownership of Intellectual Property

4.10.1 Work Product

All Work Product shall belong to the IDOC and IDOC shall have unlimited access to all Work Product during the life of the contract. Contractor shall deliver and assign, and agrees to assign, all rights in and to Work Product it creates, produces, compiles, or develops to the IDOC as set forth in the contract. If Contractor uses any Pre-Existing Intellectual Property in the development of any Work Product, Contractor shall grant to the IDOC a non-exclusive, royalty-free, worldwide, perpetual license, under Contractor's Intellectual Property Rights to copy, publicly perform, create derivative works from, display, make, sell, use, reproduce, modify,



and adapt such as may be necessary for the IDOC to utilize the Work Product as contemplated by the contract. Prior to contract execution, Contractor shall disclose in writing to the IDOC items Contractor defines as Pre-Existing Intellectual Property that it intends or wishes to use attendant to its performance, and such disclosure, if acceptable to the IDOC, shall be scheduled as part of the contract to avoid mistake and uncertainty as to ownership of intellectual property. Contractor may tender written requests for additions to the scheduled list of Pre-Existing Intellectual Property as Contractor's performance progresses. Otherwise, developed materials shall be deemed to be Work Product. Moreover, Contractor shall give the IDOC prompt notice if at any time Contractor knows of any third party claim to any intellectual property provided as Work Product by Contractor to the IDOC pursuant to the contract. The obligations under subsection 4.10 and its subparts concerning Work Product shall continue perpetually and survive the termination or expiration of the contract.

CCA understands and agrees to comply with these requirements.

4.10.2 Continued Right to Use or Replacement

To the extent that Contractor utilizes or relies upon the Intellectual Property Rights of a third party in fulfilling its obligations under the contract, Contractor shall provide the IDOC with whatever assurance the IDOC deems necessary that the use of such third party Intellectual Property Rights is permissible. In addition, in the event of failure to perform or breach of contract, Contractor shall ensure continued right of use of licensed intellectual property by the IDOC. Should Work Product or Pre-Existing Intellectual Property become, or in the Contractor's opinion be likely to become, the subject of a claim of infringement of a United States patent, copyright, trade secret, or trademark, the IDOC shall permit the Contractor, at its option and expense, either to procure for the IDOC the right to continue using the Work Product and/or Pre-Existing Intellectual Property under the contract or to replace or modify the same provided under the contract so that it becomes non-infringing while still remaining acceptable to the IDOC relative to the IDOC's requirements under the contract. The IDOC's acceptance of such replacement or modification shall not be unreasonably withheld. In the event that Contractor is unable or unwilling to secure a continued right to use the Work Product and/or Pre-Existing Intellectual Property under the contract within a reasonable time, the IDOC may, in its sole discretion, secure alternative products and services performed under the contract related to the Work Product and/or Pre-Existing Intellectual Property conforming to the requirements of the contract and deduct the costs of such products and services provided and performed under this contract from payments to Contractor or terminate the contract upon written notice to Contractor; provided that with respect to termination of the contract, the IDOC shall provide a thirty (30) day cure period and shall accompany such notice with reasonable and documented showing of Contractor's failure.

CCA understands and agrees to comply with these requirements.



4.10.3 Warranty and Indemnification

The Contractor represents and warrants that the Work Product will not infringe any third-party Intellectual Property Rights. The Contractor warrants that it has all rights and permissions, including Intellectual Property Rights and rights of publicity necessary to grant copyright, patent, trademark, or Intellectual Property Rights, including licenses, to the IDOC in its performance under the contract.

The Contractor shall indemnify and hold the IDOC harmless and shall defend at its own expense (subject to the right of the IDOC and the State to provide additional legal counsel at their own expense) any claim or action brought against the IDOC, its officers, agents and employees arising out of or related to IDOC's use of the Work Product, the Pre-Existing Intellectual Property, and all other goods and services described in the contract based upon a claim of infringement of a United States patent, copyright, trade secret, or trademark, and Contractor shall be liable to the IDOC and the State of Idaho for all direct and/or consequential damages resulting from such claim or suit.

CCA understands and agrees to comply with these requirements.

4.11 Warranties

4.11.1 Performance Warranties

The Contractor warrants that its performance shall be in accordance with sound professional standards and the requirements of the contract including but not limited to compliance with the Operating Standards and any other applicable federal, state, and local laws.

The Contractor further warrants that: (1) the Contractor has the right to enter into the contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services herein; (3) the Contractor shall observe and abide by all Operating Standards and any other applicable laws, rules and policies, including those of the IDOC pertaining to IDOC's prisons; and (4) the Contractor has good and marketable title or legal right to use any furniture, fixtures, equipment, or personal property to be used under the contract.

CCA understands and agrees to comply with these requirements.

4.12 Contract Audits

During the term of the contract and for three (3) years after the contract is terminated, and during customary business hours, the IDOC may audit any aspect of the contract by examining the Contractor's records, operational practices, and other materials and information that relate to the contract. The IDOC shall give the Contractor at least ten (10) days written notice if a request to audit is made after the contract is terminated.



During the term of the contract, the IDOC shall have the option of auditing at the Contractor's principal place of business, at the Facility, or may choose to have the Contractor bring the required materials to the IDOC central office, located in Boise, Idaho, at the sole expense of the Contractor. After termination or expiration, the IDOC shall audit at the principal place of business of the former Contractor.

CCA understands and agrees to comply with these requirements.

4.12.1 Corrective Action Plans Based Upon Contract Audits

The IDOC shall provide written notice regarding areas of partial compliance or non-compliance based upon a contract audit or assessment. Within ten (10) business days of notification by IDOC, the Contractor shall submit to the Contract Monitor a corrective action plan indicating time frames and action to be taken to achieve full compliance. The Contract Monitor shall either agree to the plan of corrective action as proposed, or shall notify the Contractor of those areas of the plan that are not acceptable. The Contractor must then submit changes to those areas considered to be not acceptable to the Contract Monitor within five (5) business days from the date of such notification.

All corrective action items based upon a contract audit or assessment must be remedied by the Contractor within thirty (30) days of approval of the plan of corrective action by the Department. If the Contractor fails to address areas of partial compliance or non-compliance based upon a contract audit or assessment, the Department reserves the right to pursue Liquidated Damages and remedial action as provided for in this RFP.

At any time during an audit or assessment process, the IDOC reserves the right to cease its efforts in working with the Contractor on a corrective action plan, and issue written notice of breach as provided for in <u>subsection 4.13</u> Remedial Action.

CCA understands and agrees to comply with these requirements.

4.13 Remedial Action

In addition to any remedies available to the State under law or equity, the State may at its sole discretion require one or more of the following remedial actions, taking into account the nature of the deficiency, if any of the services provided or operation of the Facility fail to conform to contract requirements: (1) require the Contractor to take corrective action to ensure that performance conforms to contract requirements; (2) reduce and/or offset payment of the Per Diem to reflect the reduced value of services received; (3) require Contractor to subcontract all or part of the service at no additional cost to the IDOC; (4) withhold payment or require payment of actual damages caused by the deficiency; (5) withhold payment or require payment of liquidated damages; or (6) terminate the contract pursuant to <u>subsection 4.13.3</u> *Termination for Cause*. Withholding of payment by the IDOC for the failure of the Contractor to perform or payment of liquidated damages by Contractor shall not



relieve Contractor from its obligations under the contract and shall not be a basis for termination by the Contractor under <u>subsection 4.13.3</u>, *Termination for Cause*.

CCA understands and agrees to comply with these requirements.

4.13.1 Immediate Compliance

If the IDOC Director reasonably determines that the Contractor is not operating in compliance with a term or condition of the contract, which in his (or her) opinion may imminently and adversely affect the security of the Facility or present an imminent hazard to the safety or health of Offenders or other individuals, the Contractor shall be notified in writing or verbally if an emergency. The notice shall direct the Contractor to immediately correct the noncompliance. As soon as reasonably possible, the IDOC Director shall notify DOP of the situation.

The Contractor shall immediately notify, in writing, the IDOC Director of the proposed corrective action, with a copy to DOP. If the IDOC Director approves the proposed corrective action, the Contractor shall immediately implement said corrective action.

If the IDOC Director disagrees with the proposed corrective action or if the Contractor fails to notify the IDOC Director immediately of its proposed corrective action, the IDOC Director shall specify the corrective action and the Contractor shall immediately implement said corrective action.

In the event the Contractor disagrees with the determination of noncompliance or designated corrective action, a request for reconsideration may be provided to the IDOC Director. In no event shall the corrective action be delayed pending reconsideration.

CCA understands and agrees to comply with these requirements.

4.13.2 Termination for Convenience

The State may cancel the contract at any time, with or without cause, upon no less than sixty (60) calendar days' prior written notice to the Contractor specifying the date of termination. Upon termination pursuant to this subsection, the IDOC shall pay to the Contractor all monies due for Contractor's performance up to the effective date of termination.

CCA understands and agrees to comply with these requirements.

4.13.3 Termination for Cause

Except as set forth in <u>subsection 4.13</u>, *Remedial Action*, the IDOC may terminate the contract for the bases set forth below when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time set forth in the written notice of default, not to



exceed thirty (30) calendar days. If the nature of the default or non-compliance is such that the same cannot be reasonably be cured within thirty (30) calendar days, the Contractor shall not be in default or non-compliance if the Contractor shall within thirty (30) calendar days commence cure under a reasonable written cure plan and thereafter diligently prosecute the cure to completion. The IDOC may terminate the contract for cause if at any time: (a) the Contractor is in material breach of any warranty, term, condition, covenant or obligation under the contract; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the contract infeasible or impossible; or (c) the Contractor fails to comply with any applicable law, regulation, or rule including compliance with the Operating Standards. In the event that default or non-compliance results in an imminent threat to the health, safety, or welfare of the public, Facility staff, or Offenders, the IDOC may terminate the contract if the Contractor fails to cure within ten (10) calendar days of receiving written notice of the default or non-compliance.

CCA understands and agrees to comply with these requirements.

4.13.4 Effect of Termination

Upon termination by the IDOC, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) place no further orders or requests of subcontractors, if any, for materials, or services; (c) terminate all orders and Subcontracts to the extent that they relate to the performance of work terminated by the termination notice; (d) assign to the IDOC, in the manner and to the extent directed by the IDOC, all right, title, and interest of the Contractor under the orders or Subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts; (e) with the advance approval of the State, settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the contract; (f) promptly return to the State any property provided by the State pursuant to the contract; and (g) deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials, confidential information, as may have been accumulated by the Contractor in performing the contract, whether completed or in process. Upon termination by the State, the State may perform the services and may award another party a contract to complete the services contemplated by the contract. Upon termination for cause, the State shall be entitled to reimbursement from the Contractor for losses incurred as a result of Contractor's breach, including, if applicable, all administrative costs directly related to the replacement of the contract. such as costs of competitive bidding, mailing, advertising, applicable fees, charges, penalties, and/or staff time costs.

CCA understands and agrees to comply with these requirements.



4.14 Liquidated Damages

4.14.1 Assessment

Upon any of the following breaches, the State may assess liquidated damages:

CCA understands and agrees to comply with this requirement.

4.14.1.1 Failure to staff mandatory security posts or required management positions.

CCA understands and agrees to comply with this requirement.

4.14.1.2 Failure to meet and comply with the Operating Standards.

CCA understands and agrees to comply with this requirement.

4.14.1.3 Failure to correct areas of partial compliance or non-compliance concerning contract audits and assessments as provided for in <u>subsection 4.12</u> *Contract Audits*.

CCA understands and agrees to comply with this requirement.

4.14.1.4 Failure to meet and comply with objective performance criteria as provided for in <u>subsection 2.35.13</u> *Performance Audits – Healthcare, Mental Health, and Dental Services* and its subparts.

CCA understands and agrees to comply with this requirement.

4.14.2 Notice

The Contractor shall have ten (10) business days from the date of written notification to cure a breach as set forth in <u>subsection 2.35.13.4</u> Breach Cure Period - Healthcare, Mental Health, and Dental Services, <u>subsection 4.13</u> Remedial Action, and <u>subsection 4.14</u> Liquidated Damages specific to requirements in <u>subsection 2.35</u> Healthcare, Mental Health, and Dental services, and its subparts.

For all other cures of breach, the Contractor shall have thirty (30) business days from the date of written notification to cure a breach set forth in <u>subsection 4.13</u> Remedial Action and <u>subsection 4.14</u> Liquidated Damages, provided, that should any breach result in an imminent threat to the health, safety, or welfare of the public, Facility staff, or Offenders, the Contractor shall have ten (10) calendar days to cure such breach.

If after the applicable cure period, the State is not satisfied that the Contractor has resolved the deficiencies, or made substantial progress toward resolution, the State may assess the following sums as liquidated damages:



1. For the breaches identified in subsections <u>4.14.1.1</u> through <u>4.14.1.3</u> the following liquidated damages will be assessed based on the average amount of time the State must invest to monitor and audit the performance of the Contractor. The average amount of time required is then multiplied by the cost, to the State, for the staff involved. As the Contractor continues to be non- compliant with contract requirements, the number of people involved in monitoring performance is increased and the amount of liquidated damages is increased accordingly as illustrated in the table below.

Damages	Qty	Unit		Rate		Per Day Costs
LETVEL ONE	1	Day	X	\$145.00	=	\$145.00
LEVEL TWO	1	Day	X	\$309.00	=	\$309.00
LEN/EL THREE	1	Day	X	\$775.00	II	\$775.00

IDOC will conduct an initial audit and identify all contract requirements for which the Contractor is non-compliant or partially compliant. For those audits with findings of non-compliance or partial compliance, the Contractor must cure those deficiencies as described herein.

After the remedy period is over, the IDOC will conduct a follow up audit to determine if the deficiencies have been remedied to its satisfaction. If the deficiencies remain non-compliant for the first follow up audit, then level one (see table above) liquidated damages will be assessed. The assessment of liquidated damages will continue on a daily basis until the Contractor notifies the IDOC that the deficiencies have been cured. The assessment will stop on the date of such notification, and the IDOC will schedule a second audit to determine if the deficiencies have been remedied to its satisfaction. The second (follow up) audit in which the deficiencies remain non-compliant will result in assessment of level two (2) liquidated damages and the same process will follow. Level three (3) liquidated damages will be assessed for failure to comply with contract requirements for a third (3rd) time, and for subsequent failures.

The Department shall document and discuss liquidated damages with the Contractor prior to the issuance of notice of the imposition of liquidated damages. The Contractor will be notified in writing and the appropriate deduction will be made in the next monthly payment following the expiration of any applicable appeal deadline or other applicable cure or notice periods and in accordance with the contract requirements and limitations. If the next monthly payment is insufficient to fully recover liquidated damages, the State may, in its discretion require full payment by the Contractor of the then outstanding liquidated damages or may continue recovering liquidated damages from future payments to the Contractor.



2. For those breaches identified in subsection <u>4.14.1.4</u>, the State may assess the sums identified in <u>subsection 2.35.13.5</u> Objective Performance Criteria – *Healthcare, Mental Health, and Dental Services*.

It is agreed that these amounts are to be paid as liquidated damages, and not as a penalty, in view of the difficulty of affixing the amount of actual damages. The Contractor shall not be liable for liquidated damages for a failure that results from an occurrence beyond its control. Failure to maintain staffing levels identified in the contract will not be considered an occurrence beyond the Contractor's control with the exception of failure due to acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, or unusually severe weather.

Assessment of liquidated damages shall be in addition to, and not in lieu of, other remedies available to the State and nothing in this subsection shall preclude the State from recovering damages or exercising any other remedy at law or in equity; nor shall the State be precluded from terminating the contract for breach as provided for herein. Withholding of payment as liquidated damages shall not relieve the Contractor of any of its obligations under the contract.

CCA understands and agrees to comply with these requirements.

4.14.3 State May Cure

Without limiting any other rights of the State, upon failure of the Contractor to cure a breach the State may take reasonable steps to provide for such cure and may offset the costs of such cure against the Per Diem in effect.

CCA understands and agrees to comply with this requirement.



SECTION 5. TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

5.1 Evaluation Codes

Certain subsections have an evaluation code assigned, which are defined as follows:

(ME) Mandatory and Evaluated Specification – Failure to comply with any subsection with an ME notation shall render proposal non-responsive and no further evaluation shall occur. If deemed responsive, each subsection with an ME evaluation code shall receive an evaluation score. Proposer is required to respond to each subsection with an ME notation with information explaining how the requirements shall be met.

CCA understands and agrees to comply with these requirements.

5.2 Technical Proposal Format

Technical Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Technical Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. Each RFP section and subsection shall be written and then followed with the Proposer's response (see example below). Proposers are encouraged to use a different color font or other indicator that shall clearly distinguish the RFP section or subsection from the Proposer's response. Proposals shall include a corresponding table of contents. All Proposal pages shall be typed, single spaced, and sequentially numbered. The State may reject any Proposal that does not meet this format.

Example: The following is hypothetical in nature and is to be considered as an example <u>only</u>. This example is provided to demonstrate the appropriate format of your responses. THERE IS NO FUEL PURCHASING REQUIREMENT IN THIS RFP.

3.2 (ME) Fuel Purchasing

The Proposer shall describe the process used to purchase fuel for fleet vehicles. Transport International shall establish a fuel supplier using a competitive bid process. Since fuel prices rise and fall, the bid process shall include requirements to ensure that the supplier remains within a specific percentage of the prevailing fuel cost for the region identified by the United States Department of Energy web site http://www.fueleconomy.gov/. When the contract is established with the Contractor, a dedicated fuel purchase credit card system shall be used. This credit card system shall be limited to the purchase of fuel, oil, antifreeze, etc. to prevent theft and misuse. This system shall provide Transport International and the IDOC with complete, detailed records of each purchase, including the date and time, the vehicle and the driver.

CCA understands and agrees to comply with these requirements.



5.2.1 (ME) Corporate Background and Experience

The Proposer shall provide a list of all contracts, past or current, for which the Proposer is providing or has provided services for the operation and management of a correctional facility. The list of contracts shall include all contracts for which services are and were provided under the Proposer's current corporate name or identity and any previous or parent corporate name or identity.

The list shall include: the client name, address, contact person, and telephone number; the duration of the contract; the number of Offenders managed under the contract; the average annual contract amount; and a description of the scope of the contract. If a contract was terminated, provide the reason for termination.

CCA understands and agrees to comply with these requirements.

Since founding the partnership prison industry in 1983, CCA has grown to become the fifth largest corrections system in the nation (behind the federal government, California, Texas and Florida). With government partners from 16 states, the District of Columbia, the Federal Bureau of Prisons (BOP), the United States Marshals (USMS), Immigration and Customs Enforcement (ICE), the U.S. Virgin Islands (USVI), Puerto Rico and 8 local governments, CCA manages more than 80,000 offenders in a nationwide system of approximately 90,000 beds located in 20 states and the District of Columbia. A list of CCA's varied contracting partners is provided in Appendix 5. These contracts, both past and present, were provided under CCA's current corporate name.

The following list further illustrates our longstanding history of excellence in the management and operation of correctional facilities for our government partners.

- Consistent and Long-Term Federal Performance: CCA's status as
 the largest and most tenured partnership corrections provider to the
 federal government began with an October 1983 contract from the
 former Immigration and Naturalization Service (now known as ICE) for
 our Houston Processing Center, a relationship we are proud to
 maintain to this day. Based on this first successful partnership, CCA
 expanded our federal relationships to include the USMS, with whom
 we have contracted since 1988, and the BOP since 1990.
- Long-Term and Growing State and Territory Performance: State and territory partners that we have served for:



- Over 20 years: Texas, Tennessee, New Mexico, Louisiana;
- Over 15 years: Florida, Colorado, District of Columbia, Idaho, Mississippi;
- Over 10 years: Oklahoma, Georgia, Kentucky, Montana, Hawaii;
- Over 5 years: Vermont, California; and
- Newest CCA partnerships (less than 5 years): Ohio, U.S. Virgin Islands, Puerto Rico.
- Strong Base of Local Contract Performance: CCA assumed management of the Silverdale Detention Facilities in 1984, making it the nation's first partnership corrections adult county facility. Silverdale has more than doubled in size under our management and continues to be managed by CCA today. CCA has consistently grown as an operator of facilities managed for local governments and today serves eight municipalities.

This extensive corrections system includes facilities ranging in size from 200 to 3,500 beds, with the majority of the facilities falling in the 1,000-1,900 bed range. CCA's corporate organizational structure ensures that while facility Wardens are given the latitude to manage their individual facilities in a safe, secure manner and in keeping with the specific needs and requirements of their unique partners, they at all times are supported by the full financial and operational strength of a large, publicly traded corporation employing approximately 16,500 correctional professionals.

Additionally, the Proposer shall provide each of the following:

5.2.1.1 (ME) Senior Management Experience

The Proposer shall include a description of its senior management staff's experience in the operation and management of adult correctional services that qualifies it to provide the services required in this RFP. The Proposer shall possess organizational qualifications that include one (1) or more senior management staff with at least two (2) years of experience in the operation and management of one (1) or more Offender correctional services contracts for Offender populations similar in scope to that described in this RFP.

CCA understands and agrees to comply with these requirements.

Our Corporate Background and Experience are characterized by the breadth and depth of our organization, our unmatched financial stability, the expertise of our senior management and our professional employee base.

From our CEO, Damon Hininger, who began his career with CCA as a Corrections Officer at our Leavenworth Detention Center in Kansas to our 2011 CCA Employee of the Year, Khalid Rentz, a Senior Correctional Officer



and Security Threat Group Coordinator at our Lake City Correctional Facility in Florida who states that his drive is attributable to the impact he feels he can make in the lives of troubled young men, CCA employees adhere to the guiding principles of integrity, respect, trust and loyalty.

These standards are modeled by experienced employees on a daily basis and new employees are mentored to ensure that these standards are instilled in their training and daily lives as CCA professionals. With at least 200 hours of initial training for security staff and an ongoing annual training requirement of 40 hours, CCA builds the framework for a successful career in corrections.

Even before the training begins, CCA targets high-potential individuals who have the best chance at success in a corrections career. With competitive salaries and a generous benefits plan, CCA is committed to attracting and retaining the best and brightest corrections professionals.

Our focus on staff cannot be overemphasized, as stated by CCA's Chief Corrections Officer (CCO), former head of the Federal Bureau of Prisons, Harley Lappin: "Corrections comes down to the people working in the prisons. They are the key. They are the most important component of any correctional facility or system."

Many of CCA's senior management staff began their corrections careers with CCA, such as our CEO, Mr. Hininger. Others, like our CCO, Mr. Lappin, spent their corrections careers working for a single agency before joining CCA, as did Mr. Lappin with the BOP. Our company's leaders individually bring unparalleled years of relevant experience in corrections, law and business, and as a team these men and women continue to lead all employees and facilities in better serving our partners and communities. The following chart indicates the breadth of professional and correctional expertise possessed by CCA's senior management staff.



This reference guide shows the years of experience and the education level of the top two tiers of CCA's management.

Position	Name	Expe	rience	Education
		Total*	CCA/ Corr.**	
EXECUTIVE MANAGEMENT				
President and Chief Executive Officer	Damon T. Hininger	20	20	Bachelor's; MBA
Executive Vice President and Chief Corrections Officer	Harley G. Lappin	26	26	Bachelor's; Master's
Executive Vice President and Chief Development Officer	Anthony L. Grande	20	9	Bachelor's; Master's
Executive Vice President and Chief Financial Officer	Todd Mullenger	30	13	Bachelor's; Certified Public Acct.; MBA
Executive Vice President and General Counsel	Steve Groom	31	10	Bachelor's; Juris Doctor
Executive Vice President and Chief Human Resources Officer	Brian Collins	30	5	Bachelor's
OFFICERS				
Vice President, Real Estate	Brian Day	20	1	Bachelor's; MBA
Vice President, Facility Operations - Business Unit 1, Divisions I and II	Ronald Thompson	37	37	Bachelor's; Master's
Vice President, Facility Operations – Business Unit 2, Divisions III and IV	Daren Swenson	21	16	Bachelor's
Vice President, Facility Operations - Business Unit 3, Divisions V and VI	Steven Conry	28	28	Bachelor's; Master's
Vice President, Health Services	Herb Spiwak	36	9	Bachelor's; Master's
Vice President, Finance	David Garfinkle	22	10	Bachelor's; Certified Public Acct.
Vice President, Communications	Louise Grant	24	10	Bachelor's; MBA
Vice President, Human Resources	Jimmy Turner	31	23	Criminal Justice and Corrections Studies
Vice President and Deputy Chief Development Officer	Lucibeth Mayberry	13	8	Bachelor's; Juris Doctor; Master of Laws
Vice President, Technology and Chief Information Officer	John Pfeiffer	21	9	Bachelor's; MBA
Vice President, State Partnership Relations	Bradley T. Regens	15	3	Bachelor's; Master's
Vice President , Partnership Development	Natasha Metcalf	21	9	Bachelor's; Juris Doctor
Vice President, Treasury, Planning and Analysis	Patrick Swindle	14	4	Bachelor's
Vice President, Federal/Local Customer Relations	Bart VerHulst	23	4	Bachelor's

^{*}Total years of professional work experience. **Number of years working in corrections and/or with CCA, if no prior corrections experience.



Senior Management Oversight of Colorado Facilities

Management and oversight of CCA's 62 operating facilities is accomplished through three business units, each headed by an Operations Vice President who reports directly to Chief Corrections Officer Harley Lappin. Each business unit is comprised of two divisions with 10-12 facilities in each division. A Managing Director is responsible for direct oversight of the facilities in his/her division. The Managing Directors report directly to their respective business unit's Vice President. Facility Wardens report directly to their designated divisional Managing Director. The Kit Carson Correctional Center is under the administration of Business Unit 1/Division 1, where Ron Thompson serves as Vice President and Lane Blair as Managing Director. Brief biographies of the extensive corrections careers of these three CCA senior management staff are provided below.

Chief Corrections Officer and Executive Vice President: Harley G.



Lappin was named Chief Corrections Officer in June 2011 after serving as Director of the Federal Bureau of Prisons from 2003 until his retirement in spring 2011. Mr. Lappin has received numerous awards throughout his 25-year BOP career, including the Bureau's Excellence in Prison Management award (2000); the Attorney General's Award for Excellence in Management (2001); and the Presidential Rank Award of Meritorious

Executive (2004). Most recently, he received the American Correctional Association's (ACA) E.R. Cass Award for Correctional Achievement (2010), the highest honor bestowed by that organization. He presently serves as Chair of the ACA Standards Committee.

Vice President, Facility Operations/Business Unit 1: Ron Thompson



joined CCA in fall 2005 as Managing Director, Facility Operations, Business Unit 1/Division I, where he provided oversight to 11 facilities, particularly CCA's federal populations in California, Arizona, New Mexico, Georgia and Ohio. A former BOP executive with more than 37 years experience, he was named as CCA's Vice President, Facility Operations, Business Unit 1, in January 2010. Mr. Thompson began his career in

corrections as a Correctional Officer, has served as Warden of two BOP facilities and most recently, was Regional Director for the BOP's South Central Region. Career highlights include receiving the Presidential Rank Award for Meritorious Service in 2002 and being appointed to the Senior Executive Service in 1995. In his current role, Mr. Thompson provides oversight to CCA's Divisions I and II, encompassing 19 facilities located in the states of Arizona, California, Colorado, Georgia, Mississippi, Ohio, Oklahoma, New Mexico and Texas.



Managing Director, Facility Operations/Business Unit 1, Division 1:



Lane Blair joined CCA in 1995 after beginning his corrections career as a Correctional Officer with the Texas Department of Criminal Justice in 1989. He has served in a variety of positions during his 23 years in corrections, including attaining the rank of Correctional Sergeant, Shift Supervisor, Training Manager, Chief of Security, Assistant Warden and Warden. His experience includes the administration of contracts from an

array of correctional agencies, including the Georgia Department of Corrections, Metro-Davidson County Sheriff's Department in Nashville, Liberty County Sheriff's Department in Texas, New Mexico Department of Corrections and the Oklahoma Department of Corrections. His vast experience with various CCA partners has given him an unparalleled ability to comprehend and adapt to specific agency requirements. Mr. Blair has served in his current position since March 2010, providing management oversight for CCA's Division 1, which includes 10 facilities located in the states of California, Colorado, Georgia, Mississippi, New Mexico, Ohio and Texas.

Experience Housing Out-of-State Offenders

In response to offender population growth and housing capacity pressures within government correctional systems, CCA pioneered the housing of offenders outside of an agency's home state. This specialized management option requires a high degree of cooperation and planning between the sending state agency and CCA. Of particular sensitivity is that multiple out-of-state populations are often housed within the same facility in order to meet immediate agency needs.

Our experience with the State of Idaho and housing offenders out of state began 16 years ago in 1996 when we first began housing juveniles for the State at our Shelby Training Center in Memphis, Tennessee. At varying times over the years, CCA has also housed Idaho offenders out of state at facilities in Minnesota, New Mexico and Oklahoma. Coupled with our experience housing offenders for the State of Idaho, we have continued to house out-of-state offenders for numerous partnering agencies throughout the nation. CCA facilities currently house over 12,000 out-of-state offenders from the following jurisdictions:

- Cimarron Correctional Facility, Cushing, Oklahoma: Puerto Rico (in addition to Oklahoma);
- Citrus County Detention Facility: U.S. Virgin Islands (in addition to Citrus County and USMS);
- Florence Correctional Center, Florence, Arizona: Vermont (in addition to Pascua Tribe, ICE and USMS);
- La Palma Correctional Center, Eloy, Arizona: California;



- Lee Adjustment Center, Beattyville, Kentucky: Vermont;
- North Fork Correctional Facility, Sayre, Oklahoma: California;
- Red Rock Correctional Center, Eloy, Arizona: California, Hawaii;
- Saguaro Correctional Facility, Eloy, Arizona: Hawaii; and
- Tallahatchie County Correctional Facility, Tutwiler, Mississippi: California (in addition to Tallahatchie County).

Additionally, CCA has previously provided out-of-state offender housing for the states of Arizona, Alaska, Idaho, Indiana, Kansas, Montana, North Dakota, Oregon, Washington, Wisconsin and Wyoming.

5.2.1.2 (ME) Financial Stability

Proposers are required to provide financial information as detailed on Attachment 2.

CCA has provided the requested financial information on the Attachment 2 form located immediately following this page, as well as in Appendix 6. Additionally, Appendix 6 contains the last two years of CCA's SEC Form 10-K and a D&B Comprehensive Insight Plus credit report, as required by RFP Attachment 2.

ATTACHMENT 2 FINANCIAL INFORMATION

[include Attachment 2, 2A et seg. if Financial Information Required]

Proposers are required to provide copies of their latest two years of audited financial statements (for privately held companies) or SEC form 10-K (for publicly held companies) along with a current D&B Comprehensive Insight Plus credit report or current Experian ProfilePlus report, and the appropriate NAICS code or SIC code (http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007.) The State will use the RMA Annual Statement Studies, Financial Ratio Benchmarks in its evaluations of financial information.

CCA is a publicly traded corporation and is submitting the applicable financial documentation as described below:

- The latest two years of SEC form 10-K (2011 and 2010) as provided in Appendix 6
- Current D&B Comprehensive Insight Plus credit report as provided in Appendix 6
- NAICS Code 561210 (2007 version) Facilities Support Services This classification includes the following:
 - Base facilities operation support services
 - Correctional facility operation on a contract or fee basis
 - Facilities (except computer operation) support services
 - Government base facilities operation support services
 - Jail operation on a contract or fee basis
 - Jails, privately owned
- 1. For privately held companies or non-profit organizations, if audited financial statements are not available, the latest two years of unaudited financial statements using the Statement of Operations (4B) or Statement of Activities (4C) AND a Balance Sheet (4A) as provided in attachments to the RFP, AND a current D&B Comprehensive Insight Plus credit report or current Experian ProfilePlus report. Proposers submitting unaudited financial statements must include an explanation as to why audited financials are not available, and must use the financial document formats as provided in Attachments to this RFP. All unaudited financial statements submitted must include the signature on each statement of a Principal of the submitting entity ensuring the validity and accuracy of the financial information being provided.
- 1. Proposers should provide one of the three following groups of financial information:
- Latest two years of audited financial statements AND current D&B Comprehensive Insight Plus credit report or current Experian ProfilePlus report

CCA has provided the latest two years of audited financial statements (SEC Form 10-K) and our current D&B Comprehensive Insight Plus credit report.

OR

• For Publicly held corporations only: Latest two years of SEC Form 10-K AND current D&B Comprehensive Insight Plus credit report or current Experian ProfilePlus report

OR

- Latest two years of unaudited financial statements, using the Statement of Operations (4B) or Statement of Activities (4C) AND the Balance Sheet (4A) formats as provided in Attachments to the RFP, AND a current D&B Comprehensive Insight Plus credit report or current Experian ProfilePlus report
- 2. The Proposer should stamp "Trade Secret" or "Confidential" on each page of financial information that it does not want released. The information will be held in confidence to the extent that law allows.
- 3. State agencies will be exempt from submitting financial information and the score assigned will be zero (no points.)
- 4. All financial statements must be for the exact organization submitting the proposal. The financial statements cannot be combined or consolidated with the information from any entity other than the company submitting the proposal. If the Proposer's name on the proposal does not match the name on the financial statements and the name on the credit report, the proposal will receive a score of zero (no points) for all financial ratios and the credit score.
- 5. The State will evaluate the information provided using the ratios listed to answer the following questions:
 - 1) Can the company meet its short-term financial obligations?
 - **Current Ratio** (Current Assets/Current Liabilities)
 - Quick Ratio (Cash and Cash Equivalents plus Net Trade Receivables¹/Current Liabilities)
 - Working Capital (Net Sales² /Net Working Capital³)
 - 2) How well does management control expenses and manage resources?
 - **Return on Equity** (Profit before Taxes/Tangible Net Worth⁴) *100
 - Return on Investment (Profit before Taxes/Total Assets)*100
 - Credit Report Score
 - 3) To what degree does the company use debt to finance its operations?
 - **Debt/Worth** (Total Liabilities/Tangible Net Worth)
 - **Fixed/Worth** (Net Fixed Assets^{5/}Tangible Net Worth)

¹ Net Trade Receivable = Trade Receivable net of allowance for bad debt

² Net Sales = Sales less Returns

Net Working Capital – Current Assets – Current Liabilities
Tangible Net Worth = Total Equity less Intangible Assets

⁵ Net Fixed Assets = Fixed Assets less Accumulated Depreciation



5.2.1.3 Ability to Participate in Public Contract

The Proposer must not be restricted, prohibited, or precluded by legislation or court orders from participating in any public contract or contract procurement.

CCA understands and agrees to comply with this requirement.

CCA is not restricted, prohibited or precluded by legislation or court orders from participating in any public contract or procurement.

5.2.2 (ME) References

Proposer shall provide at least three (3) completed Reference Questionnaires with its Proposal. Please see Attachment 3, References. The IDOC, to include any current employees of the IDOC, cannot be used as a reference.

CCA understands and agrees to comply with this requirement.

Attachment 3, References, was provided to the CCA partners listed below with instructions on the proper method of response; i.e. the completed document must be received by the Department of Purchasing contact, Tammy Majors, no later than 5:00 p.m. MT, June 7, 2012. We have followed up with each of our references to ensure the timely submission of all questionnaires to the Department, and requested receipt confirmation from Ms. Majors by email as allowed in the RFP instructions.

- 1. Tennessee Department of Correction
- 2. Hawaii Department of Public Safety
- 3. Vermont Department of Corrections



SECTION 6. PROPOSAL EVALUATION

6.1 Evaluation Process

Technical and cost evaluations will be conducted separately, and no cost information will be available to the technical evaluators during their evaluation.

CCA understands and agrees to comply with these requirements.

6.2 On-Site Evaluation of Facility(ies)

Part of the technical evaluation shall be that the IDOC will perform an on-site Facility evaluation. Proposers must list a minimum of one Facility contact person for each proposed Facility to include weekend and evening contact numbers for scheduling the Facility on-site evaluation to determine suitability to the needs of the IDOC. The on-site evaluation shall be Pass/Fail. If a Facility fails the on-site evaluation, the Facility shall be deemed not suitable for occupancy and shall be rejected by the State.

The Proposers with the top three (3) technical scores will be contacted for an on-site evaluation of their proposed Facility(ies).

Please see Attachment 4, Facility Evaluation Checklist.

CCA understands and agrees to comply with these requirements.

6.3 Evaluation Categories and Weights

The table below indicates the total number of points that shall be available for each area of the RFP evaluation. These weights are provided here for your understanding of the State's general applications and requirements.

Evaluation Categories:

Technical Evaluation 600 Points
Per Diem Price (Cost Proposal) 400 Points
Bed Availability 100 Points
TOTAL: 1,100 Points

CCA understands and agrees to comply with these requirements.

6.4 Cost Proposal

The cost Proposal shall be provided by the Proposer in a separate sealed envelope that shall be held separately by the DOP from the remainder of the Proposal, and no price information may appear in any other Proposal section or subsection. <u>Failure to comply</u> with this instruction is grounds for finding the entire Proposal non-responsive.

The Proposer shall provide a cost Proposal which includes the Per Diem cost separated as follows:



- 1. Includes subsection 2.35.8.1 Healthcare Services Option A
- 2. Includes subsection 2.35.8.2 Healthcare Services Option B

The Proposer must clearly differentiate these Per Diem costs in its cost Proposal. The IDOC reserves the right to award any one of the two proposed Per Diem costs at its sole discretion based on the State's budget for the contract. Costs shall be stated as cost per Offender per day (Per Diem as defined in <u>Appendix 1</u>), and must be a Fully Burdened Rate.

Cost points for the Per Diem evaluation shall be normalized as follows: The Proposal with the lowest estimated annual cost shall receive four hundred (400) points. The next lowest estimated annual cost shall be divided into the lowest estimated annual cost and the resulting percentage shall be multiplied by four hundred (400) to determine the points awarded. Please note that, since each Proposer will be submitting numbers of beds available that differ from other proposals, to normalize the cost proposals for evaluation purposes only, the Per Diem amount proposed will be multiplied by eight hundred (800), which is the estimated total number of beds that the IDOC needs (see subsection 2.4, Estimated Schedule), and then multiplied by three hundred sixty-five (365) (days) to arrive at the estimated annual cost. (This does not obligate the Department to 800 beds during the initial term of the contract.) (Example: [Proposer 1: estimated combined annual cost of \$7,950,000.00] [Proposer 2: estimated combined annual cost of \$7,950,000.00] [Proposer 1 receives 400 points] [Proposer 2: (\$7,756,250.00 / \$7,950,000.00) X 400 points = 390.25 points]) Cost points for all subsequent cost Proposals shall be normalized via this method.

CCA understands and agrees to comply with these requirements.

6.5 Award

6.5.1 Award will be made to the responsive, responsible Proposer whose Proposal receives the highest overall score.

CCA understands and agrees to comply with these requirements.

6.5.2 The State reserves the right to award multiple contracts, beginning with the proposer with the highest overall score, then the next highest, etc. In no case will award of contract be made to a Proposer that has a Proposal with an overall score of 500 or lower.

CCA understands and agrees to comply with these requirements.

6.5.2.1 If the State chooses to award multiple contracts, awards shall be prioritized to the highest scoring Proposers. The State will factor the Options identified in subsections 2.35.8.1 and 2.35.8.2, the on-site Facility evaluation, as well as the total number of beds available at each proposed Facility, in its multiple award decision.



6.5.3 The State may also choose to award only a single contract to the responsive, responsible Proposer whose Proposal receives the highest overall score, and not award any other contracts from this RFP.

CCA understands and agrees to comply with these requirements.

NOTE: The RFP's appendices and attachments have not been repeated in CCA's proposal; however, as required, CCA has completed Attachment 2, Financial Information. This form is provided immediately following Subsection 5.2.1.2 (ME) Financial Stability.

APPENDIX 1 DEFINITIONS

ACA - American Correctional Association. The private, nonprofit organization that administers the only national accreditation program for all components of adult and juvenile corrections.

ACA Standards - Standards for Adult Correctional Institutions published by the American Correctional Association, current, and as the standards may be modified, amended, or supplemented in the future.

ADA - Americans with Disabilities Act.

Authorized Representative - Any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

Board – The Idaho Board of Correction.

Commission of Pardons and Parole - The decision-making body that has the authority to grant, revoke, reinstate, or refuse parole. The Commission of Pardons and Parole is commonly referred to as the Parole Commission.

Contract Administrator - The person(s) designated by the Idaho Department of Correction to administer the contract and coordinate actions and communications between the IDOC and the Contractor's legal, corporate, or representative.

Contract Monitor - The person(s) designated by the Idaho Department of Correction to monitor operation of the Facility for contract compliance and to coordinate actions and communications between the Department and the Contractor.

Corrections Integrated Systems (CIS) - Computer databases used for the tracking of Offenders and Offender information by the IDOC.

Court Order - Any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management or maintenance of the Facility or related to the care and custody of Offenders at the Facility.

Department - Idaho Department of Correction or IDOC.

Director - The Director of the Idaho Department of Correction.

Facility - The fully equipped and furnished correctional facility prison to be operated by the Contractor, including housing units, administrative offices, and all other structures

and improvements of whatever kind, including but not limited to all support buildings, roads, fences, utility systems, and the land upon which it is situated, including the land within and outside the perimeter fence.

Facility Administrator - The Contractor's official who has ultimate responsibility for the overall management and operation of the Facility.

Fully Burdened - The Per Diem (cost) proposed includes all costs associated with Contractor's operation of the Facility including provision of all services and supplies called for in the RFP and including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and costs associated with start up, including recruitment, training, etc., since payment is not authorized until Service Commencement Date.

Health Services Provider – The Contractor's healthcare staff or subcontractor which provides comprehensive healthcare, dental, and/or mental health services to the incarcerated Offender population at the Facility.

IDOC – The Idaho Department of Correction, or Department.

Intellectual Property Rights - Those rights arising from and out of copyright, trademark, trade dress, trade secret, or patent, whether based upon the laws of the State of Idaho, the United States, or one or more foreign countries.

Less Lethal Force - Force that is characterized by physical presence, verbal direction, forced escort, physical control, pain compliance, chemical agents, electrical immobilizing devices, focused blows, impact weapons, and kinetic weapons.

Lethal Force - Physical force that has the substantial risk of causing serious physical injury or death.

Medium Security - A correctional Facility custody level in which design and construction, as well as Offender classification offers a moderate to high degree of physical restraint and detection according to IDOC policy.

Most Comparable Facility (MCF) - A Facility presently operated by the Proposer, which is most like the Facility contemplated in this RFP.

NCCHC – National Commission on Correctional Health Care. The private, nonprofit organization that administers the only national accreditation program for all components of adult and juvenile correctional healthcare and mental health care.

NCCHC Standards - Standards for Health Services in Prisons and Mental Health Services published by the National Commission on Correctional Health Care, current, and as the standards may be modified, amended, or supplemented in the future. Inclusive is all NCCHC mental health standards.

Offender - A person under the legal care, custody, supervision, or authority of the Idaho Board of Correction that the Department assigns to the Facility for custody.

Operating Standards - means the standards described in this RFP including without limitation: (1) all applicable federal, state, and local laws and regulations; (2) all applicable case law, consent decrees, and court orders; (3) all applicable IDOC policy and SOP as required within this RFP, or made applicable to the Contract at a later date in writing by the Department; (4) ACA Standards and NCCHC Standards (to include, but not limited to, health services in prisons and mental health standards); (5) Center for Disease Control (CDC) guidelines; and Federal Bureau of Prisons Clinical Practice Guidelines.

Per Diem - means the Fully Burdened cost per Offender per day that the Contractor shall charge the IDOC to operate the Facility and perform all services called for in this RFP and resulting contract.

Pre-Existing Intellectual Property - Pre-Existing Intellectual Property shall mean any trade secret, invention, computer code, software, work of authorship, or other intellectual property which relates to any products or services provided under the Contract that has already been conceived or developed by the Contractor before the Service Commencement Date of the contract.

Proposer - A legal entity that submits a Proposal in response to the RFP.

Service Commencement Date – The first day of the initial contract term.

SOP (Standard Operating Procedure) - An IDOC written document that establishes process or policy guidance in a given area.

Subcontract - Any agreement entered into by the Contractor with another entity to provide services and supplies to accomplish part of the requirements of the contract.

Suicide Watch - Constant direct or closed-circuit camera observation by a staff member or a trained Offender/volunteer companion.

Use of Force - Preventative acts taken to (1) deter an Offender from a particular course of action, or (2) physically intervene to stop the Offender from causing harm to himself or others.

Work Product - Work Product shall mean all written reports, data, documents, books, pictures, videos, movies, computer programs, computer source code and documentation, computer software, any custom rehabilitative, academic and vocational programs, custom operational programs, policies and procedures, and anything else which Contractor produces or develops in connection with rendering any performance under the Contract, but shall expressly exclude Pre-Existing Intellectual Property and any licensed property belonging to a third party.

Additional definitions are contained in the ACA Standards for Adult Correctional Institutions and NCCHC Standards.

APPENDIX 2 HEALTHCARE SERVICES PERFORMANCE INDICATORS

Performance Indicator	Threshold
NCCHC Accreditation	100%
Professional Development	95%
Informed Consent and Refusal	90%
Continuous Quality Improvement	95%
Staffing	100%
Pharmaceutical Operations	95%
Medication Administration Record	95%
Transport Medications	90%
Transfer Screening	95%
Segregated Offenders	95%
Provider Orders	95%
Continuity of Care	95%
Non-Emergency Healthcare Services	95%
Oral Care	95%
Periodic Health Assessment Males	95%
Offender Workers	95%
Chronic Disease Services	95%
Problem List	95%
Diagnostic Services	90%
Treatment Plans	95%
Mental Health Services	95%
Emergency Psychotropic Medications	95%
Seclusion and Restraint	95%
Mental Health Treatment Plans	95%
Medical Record Format and Management	90%

HEALTHCARE SERVICES OBJECTIVE PERFORMANCE INDICATORS

NCCHC ACCREDITATION

Definition and Purpose of Auditing this Criteria

In accordance with the RFP, the Contractor shall obtain and maintain full National Commission on Correctional Healthcare (NCCHC) accreditation at the Facility as a way to safeguard the health, safety, and welfare of Offenders.

Elements of the Criteria

The Contractor shall obtain and maintain full NCCHC accreditation at each Facility made part of the contract.

Indicators/Methodology/Acceptable Standard

- 1. The Contractor shall obtain and maintain full NCCHC accreditation at each Facility made part of the contract.
 - a. Review accreditation documentation from NCCHC.

THRESHOLD: 100%

PROFESSIONAL DEVELOPMENT

Definition and Purpose of Auditing This Criteria

According to NCCHC Standard P-C-03 all qualified healthcare professionals participate annually in continuing education appropriate to their positions.

Elements of the Criteria:

This standard intends that healthcare professionals are kept current in clinical knowledge and skills. Continuing education may include staff development experiences; instruction given on site by a member of the healthcare staff or a guest lecturer; attendance at programs offered in the community by universities, hospitals, or other healthcare providers; or participation in programs such as the NCCHC's annual conference where formal continuing education credits are offered.

Indicators/Methodology/Acceptable Standard:

- All full-time, qualified healthcare professionals participate in a continuing education program that, at minimum, consists of twelve (12) hours, annually, appropriate to their positions. Hours for parttime staff who are regular, ongoing providers of healthcare are prorated based on full-time equivalency.
 - a. Review healthcare professional's training files for certificates or other record of completion of continuing education hours. Hours must be relevant to professional licensure.
- 2. All qualified healthcare staff/professionals that have offender contact are current in adult cardiopulmonary resuscitation (CPR) technique approved by the American Heart Association.
 - a. Review staff personnel files for copy of CPR card certifying for adult CPR to measure compliance with this standard.
- 3. A current license or certification is on file for all registered, licensed, and certified professionals.
 - a. Review personnel records on site for licensure or certification.
- 4. Competency testing to perform patient care duties is completed and reviewed annually for all healthcare professionals.
 - a. Review personnel files or training records for completed competency tests.
 - b. Review system of oversight in place to ensure competency and correctness of patient care duties.

INFORMED CONSENT AND REFUSAL

Definition and Purpose of Auditing This Criteria

According to NCHCC Standard P-I-05 informed consent is the agreement by an offender to a treatment, examination, or procedure. In every case in which the adult offender, after having been informed of his condition and the treatment prescribed, refuses treatments this refusal shall be recorded in the medical record. The offender shall sign the refusal and it shall be filed in the Medical File. This standard intends that offenders use their right to make informed decisions regarding healthcare.

Elements of the Criteria:

Upon being informed of a condition and treatment prescribed, an offender has the right to refuse such treatment. Such a refusal must be documented appropriately in the medical record for Medical, Dental or Surgical Treatment. Medical staff shall advise the offender of the possible medical/dental consequences of such refusal and then have the offender sign the refusal form and file it in the Medical File.

Indicators/Methodology/Acceptable Standard

- A licensed professional shall document an offender's informed consent for treatment, examination, or procedure on the consent form, after the patient receives the material facts about the nature, consequences, and risks of the proposed procedure, and print out the form for the offender to sign as required.
 - a. Select sample from listing of those individuals having the specific order, treatment, procedure, being audited. Consent forms are signed for psychiatric medications, dental extractions, and any invasive procedure.
 - b. Review the medical record for proper documentation of information provided to offender.
- A licensed professional shall document an offender's informed refusal on the medical record
 Refusal form, and print out the form for the offender to sign as required. Absence of an offender's
 signature is acceptable, only if a healthcare professional documents the offender's refusal to sign
 the printed copy of the medical record form.
 - a. Select sample from listing of those individuals having the specific order, treatment, procedure, being audited. Refusal forms are signed for medications, prostate exams, mammograms, HIV treatment, Hepatitis C Treatment, Pap exams, and appointments.
 - b. Review the medical record for proper documentation of information provided to offender.

CONTINUOUS QUALITY IMPROVEMENT

Definition and Purpose of Auditing This Area

In accordance with NCCHC standard P-A-06, P-E-12 a Continuous Quality Improvement Program (CQI) shall be in place for the purpose of monitoring and improving healthcare delivery at each Facility.

Elements of the Criteria

To ensure that a facility uses a structured process to find areas in the healthcare delivery system that need improvement, and that when such areas are found, staff develop and implement strategies for improvement.

Indicators/Methodology/Acceptable Standard

- 1. The facility has a CQI committee that meets at least monthly.
 - a. Review of CQI committee's monthly minutes.
- 2. The facility responsible physician attends the CQI meetings.
 - a. Review of CQI committee's monthly minutes and attendance logs.
- 3. The facility completes at least one (1) or two (2) process studies and one (1) or two (2) outcome studies annually depending on size of facility. (Those with >500 require 2 each, <500 1 each).
 - a. Review of CQI process studies and outcome studies.

STAFFING

Definition and Purpose of Auditing This Criteria

According to NCHCC Standard P-C-07 staffing levels must be of sufficient numbers and types of healthcare staff to ensure that there is no unreasonable delay in offenders receiving necessary evaluation and treatment consistent with contemporary standards of care.

Elements of the Criteria:

The number and types of qualified healthcare professionals required at each Facility depends upon the size of the facility, the types (e.g., medical, nursing, dental,) and scope (e.g., outpatient, specialty care, inpatient care) of healthcare services delivered, and the needs of the offender population. The amount of prescribing provider time must be sufficient to ensure that there is no unreasonable delay in offenders receiving care.

Indicators/Methodology/Acceptable Standard

- 1. All healthcare related positions included in the Contractor's staffing plan shall be filled within thirty (30) days of vacancy.
 - a. Review the Contractor's monthly staffing report to determine the number of full time equivalents by position type, for each facility as agreed upon in the contract.
 - b. Observe and document, through site visits, the number of staff on duty for each position and post.

THRESHOLD: 100%

PHARMACEUTICAL OPERATIONS

Definition and Purpose of Auditing This Area

In accordance with NCCHC standard P-D-01 and P-D-02, RFP Section 4.1, and Standard Operating Procedure 401.06.03.027 and 401.06.03.005, pharmaceutical operations are sufficient to meet the needs of the facility and are in accordance with legal requirement. Medication Services are clinically appropriate and provided in a timely, safe manner.

Elements of the Criteria

To ensure that the facility's pharmaceutical services are legally and properly operated; also that medication practices are commensurate with current community practice.

Indicators/Methodology/Acceptable Standard

- The medication room is secure at all times.
 - a. Verify doors are locked.
- 2. All medication is clearly labeled and dated.
 - a. Check random sample of blister packs and stock medication.
- 3. Narcotics are double locked & secure.
 - a. Verify narcotic's box is locked and behind a locked medication room door.
- 4. A perpetual log is kept tracking all narcotics in the facility and is counted every shift by on coming and off going staff.
 - a. Review of narcotics log.
- 5. Narcotics being wasted, received or transferred are signed by 2 staff members.
 - a. Review of narcotics log.
- 6. There are no offender specific/stock medication cards blacked out or re-labeled for other use.
 - a. Review stock medication storage.
- 7. Outdated, unused and or wasted medications, including narcotics are appropriately logged and stored for return.
 - a. Review log of medications to be returned.

MEDICATION ADMINISTRATION RECORD

Definition and Purpose of Auditing This Criteria:

According to NCCHC Standards P-D-02 the Contractor is responsible for ensuring that proper pharmaceutical procedure is followed. This shall include the maintenance of records as necessary to ensure adequate control of and accountability for all medications. Offenders who have refused or have been a "no show" for three (3) consecutive days or fifty percent (50%) missed doses of prescribed medicine in any seven (7) day period will be scheduled for counseling with healthcare staff. Psychotropic medication will be monitored to ensure that a psychiatrist receives timely notification of noncompliance for three (3) consecutive or fifty (50%) missed doses.

Elements of the Criteria:

An offender-specific Medication Administration Record (MAR) will contain documentation of the administration and distribution of prescribed medications. Licensed healthcare staff will note and initial the medications that were administered on the MAR. The completed form is a permanent part of the offender's Medical and Dental Record and must be filed in that offender's Medical Chart within thirty (30) days of the end of the month.

Healthcare staff will complete the required demographic information each time that a MAR is initiated. This includes the Offender Name, ID Number, Allergies to Medication(s) (using "NKA" when an offender states having No Known Allergy), applicable month and year, and the Facility name. Licensed healthcare staff on the MAR form shall transcribe and/or verify medication orders. A MAR will be generated each month if medication order is still valid. The following information from the Physician's order form will be documented for each medication listed on the MAR:

- 1. Start Date: date prescription was written.
- 2. Stop Date: date duration of therapy will end.
- 3. Initials: initials of licensed staff member transcribing order onto the MAR.
- 4. Drug name, Drug dosage, Route of Administration, and frequency.
- 5. Hour of Administration: as ordered.

Appropriately certified or licensed healthcare staff designated to administer medication will sign their names, date and identifying initials in appropriate areas of the MAR. Licensed staff administering medications will document in the appropriate date and time blocks all medications administered, using the appropriate codes on the back of the MAR. The administering nurse will verify medication was administered to the offender. The nurse must initial any code written on the MAR. All medications, including over-the-counter medications will be given to the offender by a medication certified or licensed healthcare staff, and be documented on the back of the MAR. When providing Keep-On-Person (KOP) medications, staff will note on the MAR and have the offender sign for receipt of the medications and their understanding of usage. The nurse will sign and date the MAR and make appropriate treatment notes regarding medication side effects or testing (i.e., blood pressure, etc.) on the MAR.

Indicators/Methodology/Acceptable Standard

- 1. The MAR shall include the offender's name, state number and date of birth.
 - a. Review the MAR.
- 2. The MAR shall list all known allergies.
 - a. Review the MAR.
- 3. Each transcribed order on the MAR will contain the following information: drug name, dosage, and route of administration, frequency, start and stop dates, and hour of administration.
 - a. Review the MAR for all information.
- 4. All orders shall be initialed by a qualified healthcare professional on the medical administration record.
 - a. Review the MAR.
- 5. The licensed staff administering medications will document in the appropriate space for all scheduled medications administered. There shall be no blank spaces.
 - a. Review the MAR.
- 6. All offenders with KOP medications shall sign for medication given.
 - a. Review the MAR.
- 7. There shall be documentation in the offender's medical record that the offender was referred to a provider when that offender had refused or has been a "no show" for three (3) doses or fifty (50%) missed doses of prescribed medication.
 - a. Review the medical record and the MAR. Look for a progress note and/or refusal.
- 8. The MAR should be legible and easily interpreted. The signature log on MAR must be complete with name stamp, title, and initials of those administering medications.
 - a. Review the MAR.

TRANSPORT MEDICATIONS

Definition and Purpose of Auditing This Criteria

According to NCCHC Standard P-E-12 and P-E-13 continuity of care should be maintained for Offenders when they are transferred between facilities.

Elements of the Criteria:

This standard is intended to ensure that offenders continue to receive sufficient supply of current medications to last until a provider can see the offender.

Indicators/Methodology/Acceptable Standard:

- 1. Offenders being transported from the Facility to another Facility or back to Idaho must have a fourteen (14) day supply of their current medications sent with them.
 - a. Review of the transport log of offenders recently transported out of the facility.

TRANSFER SCREENING

Definition and Purpose of Auditing This Criteria

According to NCCHC Standards, MH-E-03, P-E-03 and P-E-12 healthcare staff will complete a transfer medical screening to ensure timely continuity of care. This screening will be composed of a review of all available medical records, including detailed review of the transfer summary.

Elements of the Criteria:

A transfer screening will occur for any offender transferred to the Facility. This screening will include a review of the offender's medical record and the transfer summary and is performed by nursing staff. This screening shall be done immediately upon arrival, but in no case later than twelve (12) hours of the offender's arrival. The medical record will be reviewed to determine presence of a completed medical history and physical assessment, current TB screening, chronic medical problems, current medications, mental health, and any outstanding health needs. All necessary referrals to healthcare services, dental, or mental health follow-up will be made at time of screening, with documentation of referrals being noted on the appropriate medical record forms.

Indicators/Methodology/Acceptable Standard

- 1. A qualified healthcare professional at the receiving institution shall document a health record review in the medical record within twelve (12) hours of arrival at the facility.
 - a. Review the transfer form sent with the offender.
 - Review offender's medical record.
- 2. All referrals for follow up care shall be made at the time of the transfer screening.
 - a. Review offender's medical record.
- 3. Medications and treatments shall be documented as maintained without interruption.
 - a. Review offender's medical record.
- 4. Mental health information shall be reviewed by a qualified mental health professional within twelve (12) hours of arrival to the Facility.
 - a. Review offender's medical record.

SEGREGATED OFFENDERS

Definition and Purpose of Auditing This Area

In accordance with NCCHC standards MH-E-07 and P-E-09 the intent is to ensure that offenders placed in segregation maintain their medical and mental health while physically and socially isolated from the remainder of the offender population.

Elements of the Criteria

Checks by qualified healthcare professionals ensure that each segregated offender has the opportunity to request care for medical, dental, or mental health problems. In addition, by visiting with each offender during these checks healthcare staff are able to ascertain the offenders' general medical and mental health status. Offenders on extreme isolation status shall be seen at least once per week by a qualified mental health professional, and at least daily by a qualified healthcare professional.

Indicators/Methodology/Acceptable Standard

- 1. A qualified healthcare professional reviews the offender's medical record prior to an offender's placement in segregation.
 - a. Review offender's medical record.
 - b. Review segregation log book.
- 2. A qualified healthcare professional offers the opportunity for daily sick call.
 - a. Review offender's medical record.
 - b. Review sick call log book.
- A qualified healthcare professional determines segregation is not contraindicated due to medical, dental, or mental health needs prior to segregation placement and documents the information on the IDOC segregation log and/or the medical record.
 - a. Review offender's medical record or segregation documentation.
- 4. Medical health of the segregated offender is monitored three (3) times per each seven (7) day period by a qualified healthcare professional.
 - a. Review offender's medical record or segregation documentation.
- 5. Segregation rounds are recorded on the individual offender log.
 - a. Review offender's medical record or segregation documentation.
- 6. Offenders on extreme isolation status shall be seen at least once per week by a qualified mental health professional, and at least daily by a qualified healthcare professional.
 - a. Review offender's medical record or segregation documentation.

PROVIDER ORDERS

Definition and Purpose of Auditing This Criteria

According to NCCHC Standards P-E-12 medication services must be clinically appropriate and be provided in a timely, safe, and sufficient manner.

Elements of the Criteria:

There must be procedures for ensuring offenders are provided medication services that are clinically appropriate, timely, safe, and sufficient to address the medication needs identified by the healthcare practitioner. This shall include the transcribing telephone orders the next day on duty but no more than seventy two hours (72) after the telephone order and noting provider orders the same day they are written to ensure adequate control of and accountability for all medications.

Indicators/Methodology/Acceptable Standard:

- 1. The date order written and the date order noted must be the same.
 - a. Review the medical record.
- 2. The ordering provider must cosign all telephone orders no more than seventy two (72) hours after the order.
 - a. Review the medical record.

CONTINUITY OF CARE

Definition and Purpose of Auditing This Criteria:

According to NCHCC Standard P-E-12 and P-D-05 the Contractor shall make referral arrangements with Licensed and Board Certified specialty physicians for the treatment of those offenders with healthcare problems that extend beyond the primary care specialty clinics provided on-site. Continuity of Care is to ensure that patients receive health services in keeping with current community standards as ordered by medical providers.

Elements of the Criteria:

Contractor shall arrange for specialty care as medically needed. The consultation request shall be a part of the offender's medical record and documentation of all requests shall be noted on the appropriate medical record forms. Requests for specialty care shall be maintained and tracked in a log. The medical provider shall review the consultation recommendation and documentation of this review shall be entered in the offender's medical record. The medical provider shall meet with the offender upon return from the consultation.

Indicators/Methodology/Acceptable Standard

- 1. Utilization management approval must be received within five (5) business days of request.
 - a. Review offsite scheduler's log.
 - b. Review the offender's medical record.
- 2. A medical hold should be entered into the offender system at the time off-site consult request.
 - a. Review the off-site log.
 - b. Review alerts in the offender system.
- 3. Specialty and diagnostic test results must be reviewed with the offender by the provider within two (2) weeks of receipt.
 - a. Review the offender's medical record for documentation of consultant's findings/recommendations.
- 4. When an offender returns from an emergency room visit or hospitalization, documentation shows the provider or RN has seen the offender.
 - a. Review offender's medical record.
- 5. The provider or on-call provider is notified to review discharge orders and follow-up orders are obtained as indicated.
 - a. Review offender's medical record.
- 6. If a consultation request is deferred, documentation of an alternative treatment plan, reviewed with the offender by the provider is present in the medical record.
 - a. Review offender's medical record.

NON-EMERGENCY HEALTHCARE SERVICES

Definition and Purpose of this auditing criteria:

According to NCCHC Standards P-A-01, P-D-03, and P-E-07 all offenders should have the opportunity to request healthcare daily.

Elements of the Criteria

Offenders' requests for healthcare services are documented and reviewed for immediacy of need and intervention required. Sick call and providers' clinics are conducted on a timely basis and in a clinical setting by qualified healthcare staff.

Indicators/Methodology/Acceptable Standard

- 1. Health service request forms are collected and date/time stamped daily, seven (7) days per week.
 - a. Review request for health service request forms to ascertain date offender submitted the form compared to date stamp.
- 2. A current sick call log is maintained.
 - a. Request to see sick call log.
- 3. A private and confidential clinical setting is available to see patients at sick call.
 - a. Observational walk-through of clinical area to determine that treatment rooms are large enough to accommodate equipment and exams.
- 4. Nursing protocols, signed by the Medical Director are available and up to date.
 - a. Review nursing protocol manual.
- 5. Sick call must be held five (5) days per week unless the facility has open sick call, which then requires sick call to be held seven (seven) days per week.
 - a. Review sick call schedule.
- 6. All offender requests will be screened and assessed (triaged) by qualified healthcare professional for non-emergent health problems within twenty-four (24) hours or seventy two (72) hour on weekends, of receipt of the Healthcare Service Request (HSR). This is not applicable if the facility conducts open sick call.
 - a. Review HSR forms to ascertain date using the applied time stamps. Failure to stamp form will be considered non-compliance.
- 7. All offenders are scheduled for sick call within twenty four (24) hours of triage. This is not applicable if the facility conducts open sick call.
 - a. Review sick call documents to determine which offenders were referred to the NP/MD.
 - b. Review offender's medical record to determine if referral was completed in accordance with policy.
- 8. Vital signs and assessment are documented for all offenders evaluated at sick call.
 - a. Review HSR forms.

- 9. The plan or nursing protocol used must be documented for all offenders evaluated at sick call.
 - a. Review HSR forms.
- 10. A referral to a provider is made if an offender is seen greater that two (2) times for the same concern.
 - a. Review HSR form and medical record.
- 11. If a referral to a provider is made, the provider visit is documented in the medical record.
 - a. Review medical record.

ORAL CARE

Definition and Purpose of Auditing This Criteria

According to NCCHC Standard P-E-06 oral care will be provided to every offender. Care is timely and includes immediate access for urgent or painful problems.

Elements of the Criteria:

Oral care includes instruction in oral hygiene, examination, and treatment of dental problems. Oral examination by a dentist includes taking or reviewing the patient's oral history, an extra oral head and neck examination, charting of teeth, and examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer and adequate illumination. Oral treatment includes the full range of services that in the supervising dentist's judgment are necessary for proper mastication and maintaining the offender's health status.

Indicators/Methodology/Acceptable Standard:

- 1. Routine dental care shall be provided within twenty eight (28) days of the offender's request for treatment.
 - a. Review medical chart of offenders receiving dental care in the last six (6) months will be done. Date of service will be compared with the date of the Health Service Request for that treatment.

PERIODIC HEALTH ASSESSMENT MALES

Definition and Purpose of Auditing This Criteria:

According to NCCHC Standard P-E-12 periodic health assessments shall be completed on all offenders at regular intervals. These shall be in consideration of age, gender, and health needs of the offender population, consistent with recommendation of professional organizations.

Elements of the Criteria:

All offenders 50 years of age or over shall be offered the opportunity of health assessment on a yearly basis. Offenders 40 to 50 years of age shall be offered the opportunity of health assessment every three (3) years. Offenders under 40 years of age shall be offered a health reassessment every five (5) years. If an offender's physical (health) condition requires special interest, then health assessments may be more frequent as warranted. All offenders older than 50 years of age will be offered a prostate exam annually.

Indicators/Methodology/Acceptable Standard

- 1. An offender shall be offered a periodic health assessment appropriate for age, gender, and health needs.
 - a. Review of the offender's medical record for documentation a periodic health assessment was offered.
- 2. All offenders older than 50 years of age shall be offered testing with PSA and a digital rectal exam annually.
 - a. Review the medical record for documentation that exams were offered.

OFFENDER WORKERS

Definition and Purpose of Auditing this Criteria

According to NCCHC Standard P-B-01, P-B-03, and P-C-06 all offenders working as food handlers in the kitchen, all offenders employed as janitors in the medical area, and all offender barbers must have a health screening annually. All offenders assigned to infirmaries or medical units and offender barbers must have training in Blood Borne Pathogens and Standard Precautions.

Elements of the Criteria:

The Contractor will develop a protocol for an annual screening of all offender food handlers, offenders employed in the medical units as sanitation workers, and offender barbers. This is to include Mantoux tuberculin skin test, blood tests, and chest x-ray as warranted. Offenders employed as janitors and barbers must have a training course in Blood Borne Pathogens and Standard Precautions.

Note: NCCHC P-C-06 Inmate Workers, item number 3, states that offenders "employed in cleaning the health services unit are appropriately trained".

Indicators/Methodology/Acceptable Standard:

- 1. All offenders employed as janitors working in the medical unit will be medically cleared.
 - a. Review medical record of offender janitors to ensure that properly documented annual health screening is completed.
- 2. All offenders employed as janitors working in the medical unit will complete a Blood Borne Pathogen/Standard Precautions training course.
 - a. Review training log or records, kept by the Contractor, documenting attendance of offender janitors who have received Blood Borne Pathogen/Standard Precautions training.
- 3. All offenders employed as barbers will be medically cleared.
 - a. Review barber application for any known medical conditions that would prevent the offender from working as a barber.
- 4. All offenders employed as barbers will complete a Blood Borne Pathogens and Standard Precautions training course.
 - a. Review training log or records, kept by the Contractor, documenting attendance of offender barbers who have received Blood Borne Pathogens/Standard Precautions training.

CHRONIC DISEASE SERVICES

Definition and Purpose of Auditing This Area

In accordance with NCCHC standard P-G-01, P-G-02 and P-G-10 offenders with chronic diseases are identified and enrolled in a chronic disease program and chronic care clinic to decrease the frequency and severity of the symptoms, prevent disease progression and complication, and foster improved function.

Elements of the Criteria

Offenders with chronic diseases are properly managed with protocols consistent with national clinical practice guidelines (CPG).

Indicators/Methodology/Acceptable Standard

- 1. Medication compliance must be documented.
 - a. Review MAR and medical record.
- 2. Vital signs and weight must be documented at each visit.
 - a. Review medical record.
- 3. Visits must be scheduled per CPG, specific to illness (min. every 90 days)
 - a. Review medical record.
- 4. Medications must be renewed in enough time to prevent interruption in therapy.
 - a. Review medical record.
- 5. Labs/procedures must be performed per CPG.
 - a. Review medical record.
- 6. Education specific to illness is documented for each visit.
 - a. Review medical record.

PROBLEM LIST

Definition and Purpose of Auditing This Criteria

According to NCCHC Standard P-H-01, P-G-01, and P-G-02 the method of recording entries in the medical record and the format of the medical record are approved by the healthcare provider. A problem oriented medical record is the chosen structure. All medical, mental health and dental conditions shall appear on the problem list.

Elements of the Criteria:

This standard is intended to ensure that a medical record is properly created and maintained for each offender.

Indicators/Methodology/Acceptable Standard:

- 1. The medical file contains all chronic conditions, both medical and mental health, for that offender.
 - a. Review random sample of medical files of offenders at the facility.

DIAGNOSTIC SERVICES

Definition and Purpose of Auditing This Criteria

According to NCCHC Standard P-D-04 diagnostic services include biomedical or imaging services and results that are used to make clinical judgments. Reference laboratories, hospital radiology and laboratory departments, public health agencies, or correctional facilities may provide these diagnostic services.

Elements of the Criteria:

Intent of this standard is that the Contractor provides the necessary diagnostic services for patient care. Specific resources for diagnostic studies and services to support the level of care provided to offenders are important aspects of a comprehensive healthcare system.

Indicators/Methodology/Acceptable Standard:

- 1. Results for labs are received within seventy two (72) hours, not to include holidays and weekends, of submission to the laboratory. Tests that require longer are taken into consideration.
 - a. Review of medical charts looking at diagnostic services date of submission, date of receipt of results, date provider reviewed results, and date patient seen for follow up.
- 2. Lab reports are reviewed by a provider within seventy-two (72) hours of receipt of laboratory results.
 - a. Review of medical charts looking at diagnostic services date of submission, date of receipt of results, date provider reviewed results.

TREATMENT PLANS

Definition and Purpose of Auditing This Criteria

According to NCCHC Standards MH-G-03, P-E-12, P-G-01, P-G-02, and P-G-04 a treatment plan is a series of written statements specifying a patient's particular course of therapy and the roles of qualified healthcare professionals in carrying it out.

Elements of the Criteria:

This standard is intended to ensure those offenders with significant health or mental health conditions continue to receive ongoing multidisciplinary care.

Indicators/Methodology/Acceptable Standard:

- A treatment plan is developed for each offender requiring ongoing care for medical or mental health conditions that includes at a minimum; frequency of visits, type and frequency of diagnostic tests and therapeutic regimen, education regarding diet, exercise, environment effects, and medications.
 - a. Review medical charts of persons receiving ongoing treatment for a chronic medical or mental health condition.

MENTAL HEALTH SERVICES

Definition and Purpose of Auditing This Criteria

According to NCCHC Standard P-G-04, and P-E-12 the psychiatrist records diagnoses in accordance with the Diagnostic and Statistical Manual (DSM). A medication monitoring treatment plan will be in place. Abnormal Involuntary Movement Screen (AIMS) will be completed at baseline and each six (6) months when clinically indicated.

Elements of the Criteria:

Psychiatric and psychological examinations will be done on those offenders based on a referral or clinical indication. The psychiatrist shall record diagnoses in accordance with the current DSM. A medication monitoring treatment plan will be in place to ensure efficacy of medication regimen. AIMS testing will be done when clinically indicated for the purpose of monitoring extra pyramidal side effects (EPS).

Indicators/Methodology/Acceptable Standard:

- 1. Offenders with a mental health diagnosis must be evaluated in the mental health clinic every ninety (90) days.
 - a. Review medical record for mental health clinic notes.
- 2. The psychiatrist shall record mental health diagnoses in accordance with the most recent DSM. Diagnoses will be defined by all Axes diagnosis utilizing AXIS I through V.
 - a. Review medical record for offenders receiving ongoing mental health treatment for compliance.
- 3. A treatment plan shall be in place to monitor the efficacy of mental health services.
 - a. Review of medical record for offenders receiving ongoing mental health treatment for compliance.
- 4. AIMS testing shall be conducted every six (6) months and documented on all offenders if clinically indicated.
 - a. Review medical records of offenders receiving antipsychotic medications for compliance.

EMERGENCY PSYCHOTROPIC MEDICATIONS

Definition and Purpose of Auditing This Area

In accordance with NCCHC standard MH-I-02 a clinically approved protocol for emergency situations when an offender is dangerous to self or others due to a medical or mental illness and when emergency psychotropic medication may be used to prevent harm.

Elements of the Criteria

This standard is intended to ensure that the Contractor has policy and procedure developed for the emergency use of psychotropic medications. Approved protocols are in place to address emergency situations when an offender is dangerous to self or others due to a medical or mental illness and when and how medication should be used to prevent harm.

Indicators/Methodology/Acceptable Standard

- 1. Documentation of the offender's condition.
 - a. Review of medical record.
- 2. Documentation of the threat posed to self or others.
 - a. Review of medical record.
- 3. Documented reason for the emergency psychotropic medication.
 - a. Review of medical record.
- 4. Documentation of alternative treatment modality attempted, if any.
 - a. Review of medical record.
- 5. Documentation of treatment plan goals for less restrictive treatment alternatives.
 - a. Review of medical record.
- 6. Documentation of medical provider's authorization.
 - a. Review of medical record.

SECLUSION AND RESTRAINT

Definition and Purpose of Auditing This Area

In accordance with NCCHC standard MH-I-01 clinically order restraint and clinically ordered seclusion is available for patients exhibiting behavior dangerous to self or others as a result of mental illness.

Elements of the Criteria

This standard intends that when restraints are used for clinical or custody reasons or seclusion is ordered, the offender is not harmed by the intervention. Clinically ordered restraint is a therapeutic intervention initiated by medical or mental health staff to use devices designed to safely limit a patient's mobility. Clinically ordered seclusion is a therapeutic intervention initiated by medical or mental health staff to use rooms designed to safely limit a patient's mobility. When custody staff requests restraints, medical staff monitors the health status of the offender while in custody restraint and mental health staff responds to security or medical staff requests for consultation regarding the use of, or response to, restraint.

Indicators/Methodology/Acceptable Standard

- 1. Orders for restraints must contain information about; when, where, how, and for how long restraints or seclusion may be used.
 - a. Review offender medical records.
- 2. Progress notes must note the condition of the offender, the threat posed, reason for the force, other treatment modalities attempted, and goals for less restrictive treatment alternatives as soon as possible.
 - a. Review psychiatrist progress notes in medical record.
- 3. A RN or other appropriate staff must conduct a face-to-face assessment prior to or immediately following the offender being secluded or placed in restraints.
 - a. Review offender restraint observation or clinical ordered seclusion observation record for documentation of assessment.
- 4. A RN or other appropriate staff must conduct a re-assessment to include vital signs every four (4) hours.
 - a. Review offender restraint observation or clinical ordered seclusion observation records for documentation of assessment.
- 5. A RN or other appropriate staff must check the offender's hygiene, circulation, respiration and mental status every fifteen (15) minutes.
 - Review offender restraint observation or clinical ordered seclusion observation for documentation.
- 6. A RN or other appropriate staff must perform range of motion exercises on all of the offender's extremities every two (2) hours.
 - a. Review offender restraint observation or clinical ordered seclusion observation records for documentation of assessment.

- 7. Security staff, a RN, or other appropriate staff must offer the offender fluids or the use of a bathroom every hour.
 - a. Review offender restraint observation or clinical ordered seclusion observation records for documentation of assessment.
- 8. Security staff, a RN, or other appropriate staff must offer the offender meals at regularly scheduled times.
 - Review offender restraint observation or clinical ordered seclusion observation records for documentation of assessment.
- 9. The physician or mid-level provider shall conduct a face-to-face assessment within twenty four (24) hours of offender being placed in clinically ordered seclusion and re-assessed every twenty four (24) hours.
 - a. Review offender restraint observation or clinical ordered seclusion observation records for documentation of assessment.

MENTAL HEALTH TREATMENT PLANS

Definition and Purpose of Auditing This Area

In accordance with NCCHC standard MH-G-03 mental health services are provided according to individual treatment plans. A treatment plan is a written statement specifying an offender's particular course of therapy and the roles of qualified mental health professionals in carrying it out.

Elements of the Criteria

This standard intends that mental health offenders in the acute care unit receive care tailored to their individual needs. An individual treatment plan directs the mental health services needed for every offender on the acute mental health caseload and includes the treatment goals and objectives.

Indicators/Methodology/Acceptable Standard

- 1. Treatment team meeting and initial treatment is completed within three (3) business days of offenders' level of care designation.
 - a. Review medical record.
- 2. Treatment plan is reviewed and updated at a minimum every thirty (30) days or as indicated by a mental health event, such as suicide risk assessment or a use of force.
 - a. Review medical record.
- 3. The treatment plan form is completed in its entirety.
 - a. Review medical record.

MEDICAL RECORD FORMAT AND MANAGEMENT

Definition and Purpose of Auditing This Criteria

According to NCCHC Standard P-H-01, RFP subsection 2.14.1, and Standard Operating Procedure 401.06.03.060, a Medical Record shall be properly created and maintained for every offender admitted into the custody of the Idaho Department of Correction.

Elements of the Criteria:

The Contractor shall create and maintain a unified Medical Record for every offender. This record shall contain all information pertaining to the evaluation and treatment of the offender and shall be maintained in the proper order in accordance with the above standards, policies, and procedures.

Indicators/Methodology/Acceptable Standard:

- 1. Reports, progress notes, diagnostic tests, doctor's orders etc., are filed in chronological order.
 - a. Review the medical record
- 2. A problem list and immunization form is filed in the record.
 - a. Review the medical record
- 3. All diagnostic tests, health assessments, and intake forms shall remain in the current medical record.
 - a. Review the medical record
- 4. All encounters by a qualified healthcare professional shall include a printed name, a signature with title, time, and date and be stamped with the professionals name.
 - a. Review the medical record

APPENDIX 1

Post Orders

APPENDIX 2

Facility Rules of Conduct

Kit Carson Correctional Center OPERATIONAL RULES OF CONDUCT

General Rules (applies to ALL areas)

- 1. No Horseplay of any kind will be tolerated. If you appear to be fighting, you will be charged with fighting.
- 2. No sitting, hanging or standing on tables, handrails or any other object not designed for such activity.
- 3. No leaning against walls or fences.
- 4. No loud noises above a normal conversational level indoors.
- 5. Inmates will not be confrontational or argumentative with staff.
- 6. Inmates will not engage in any type of disruptive behavior.
- 7. Inmates will secure all hallway and pod doors. Inmates will not prop doors open. A door may be held for the next person but may not be propped.
- 8. No personal property, food or drink is permitted outside of the housing pod unless returning from commissary to housing unit. This includes job assignments. A small amount of condiments are permitted when moving to and from the dining hall for a scheduled meal. (i.e. BBQ sauce, hot sauce ketchup etc.) Education/Program/Legal materials may be taken when directly moving to and from an assignment.
- 9. Inmates must maintain good hygiene. Hygiene items must remain in the inmate's assigned cell or be taken to the shower only.
- 10. Inmates will report injuries to the nearest staff member immediately.
- 11. Inmates must be in possession of their identification card at all times. The identification card must be worn clipped to the front breast pocket of the shirt (or jacket if worn), or if the shirt is without a pocket, it must be clipped to the neck collar. NO exceptions.
- 12. Inmate dress code:
 - a. Inmates must be dressed in their assigned uniform with any additional clothing being worn neatly underneath at all times.
 - b. Inmates must wear undergarments (i.e. t-shirt, boxers) under their uniforms at all times.
 - c. Inmates must have their t-shirts and sweatshirts tucked into their pants.
 - d. Inmates may wear appropriate sleeping or recreation clothing in their cell; they may wear appropriate recreation clothing to and from recreation and while at recreation.
 - e. Inmates in the dayroom are not required to wear their uniform; however, they must be wearing a shirt and pants/shorts.
 - f. Shoes must be worn at all times when outside of the cell with the exception of showering. Shower shoes may not be worn outside of the housing pod.
 - g. Pants must be worn at waist level. Sagging pants are not permitted.
 - h. Inmates are responsible for ensuring their uniforms are properly labeled. In the event a label falls off or is otherwise unreadable, the inmate must notify their unit team to request repair.
 - i. Sunglasses may only be worn outside unless exempted by medical. Sunglasses will not be worn in the main building or stored visibly while in the main building.
 - j. Gloves may only be worn outside or in a designated recreation area.
- 13. All inmates are required to participate expeditiously in emergency drills.
- 14. Inmate movement will be conducted according to posted facility directives.
- 15. During movement times, inmates are only allowed to move from one assigned area to another. This is not a time for visiting, job searching, etc. An area is only considered assigned if staff has specifically requested the inmate's presence, if it is a job site and the inmate is scheduled to work or if it is a program site and the inmate is participating in the program.
- 16. Inmates may not participate in any activity that threatens safety, security or sanitation.
- 17. No running except in recreation as part of an approved recreational activity.
- 18. Inmates will not move through gates while they are in motion.
- 19. Inmates may not stand in, or in the immediate vicinity of, any open doorway including cell doors.
- 20. When exercising outside of facility sponsored activities, no more than four (4) may exercise together at one time. Burpies or engaging in regimented group exercise is prohibited.
- 21. Groupings of four (4) or more inmates are prohibited.
- 22. Security threat group (STG) activity is prohibited. Security threat group activity includes, but is not limited to:
 - a. Flagging/overt demonstrations of STG affiliation to include:
 - Intentional open display of STG related tattoos that would otherwise be covered.
 - Receiving new STG related tattoos.

Kit Carson Correctional Center OPERATIONAL RULES OF CONDUCT

- Inappropriate dress to include hairstyles, wearing of clothing, shoes, beads, or other markers intended to display STG affiliation.
- Hand signals, handshakes, etc. related to STG activity including those in photographs of the inmate.
- Possession and/or display of graffiti, letters or drawings or other materials containing STG related symbolism.
- c. Possession of STG specific documents or publications including, but not limited to, lexicons, membership guides, newsletters, codes of conduct and translation keys.
- d. Authoring STG related documents and/or STG related artwork.
- e. Participation in group photos showing the inmate with two or more validated or suspected STG members or associates.
- f. Possession of newspaper or magazine articles that indicate STG membership or activity.
- g. Recruiting
- h. Participation in and/or leading group exercise activities involving burpies or exercise routines intended to demonstrate strength of numbers.
- i. Participating in group gatherings or movement by STG type intended to demonstrate strength of numbers.
- 23. No inmate shall create, promote or participate in any club, association, organization or gang, except as permitted by departmental and facility written instructions.
- 24. Inmates will follow the instructions of the staff members who are present

Hallways/Corridors

- 1. Inmates will walk to the right side of any hallway or sidewalk, marked or unmarked, in order for staff to maintain a sufficient line of sight.
- 2. Inmates should walk no more than two abreast.
- 3. When red lines are present, inmates will walk to the right of the red line at all times. Inmates will not walk between the red lines in the hallways.
- 4. Inmates will not group up or gather around doors or gates. This includes when waiting for gates and/or doors to open.
- 5. Inmates will not walk through moving crash gates.
- 6. Inmates will not stop and talk, shake hands or make any other physical contact with other inmates while walking to their destination.
- 7. Inmates will not loiter in the hallways; rotundas, education, recreation or any other public area.
- 8. Inmates will follow the instructions provided by staff.

Cells (applies to ALL units)

- 1. Cells must be neat and orderly, to include floors being swept and mopped.
- 2. Trash pails will be emptied as needed, but at least daily.
- 3. Beds will be made before the inmate departs the cell each day and no later than 0800 hours.
- 4. Windows may not be obstructed.
- 5. The lower half of the cell door window may be covered only when utilizing the toilet. The material will not go above the black mark inside and outside of the cell door. No windows will ever be completely covered for any reason.
- 6. Inmates may not tamper with, cover or tie any item to doors, locks, vents, intercoms, light fixtures or fire sprinkler heads. No cloths lines of any kind.
- 7. Only inmates assigned to a cell may be in that cell. This applies to ALL pods. Inmates must display their inmate identification on their door when locked down.
- 8. No cleaning supplies may be stored inside cells with the exception of those supplies sold in the commissary.
- 9. Only authorized items may be hung within the designated area on the wall of each cell. This area is identified by a square. Items permitted within the square include medical passes, calendars, permits, family photos and facility items. Magazine pages may not be hung in the cell.
- 10. Nude photos of any kind may not be openly displayed, including those of family members.
- 11. Room sanitation will be completed by 0800 hours and/or before inmates leave their cells.

Kit Carson Correctional Center

OPERATIONAL RULES OF CONDUCT

- 12. No homemade shelves or any other homemade items, including hobby permit items, shall be used or displayed.
- 13. All electrical devices must be turned off when the inmate is not in cell.
- 14. Radios and televisions may not be played at a volume loud enough to be heard outside of the cell.
- 15. Food, bedding, clothing and towels must be stored off the floor.
- 16. Inmates may not sleep on the floor.
- 17. Doors may not be left open at any time. Cell doors must either be secured in the locked position or pulled to no more than a one inch gap when left open.
- 18. Doors must be secured in the locked position during count or other lock down times.
- 19. Cells will be searched on a random basis for security purposes. There is no limit on the number of times your cell can be searched during any given period.
- 20. Inmates are not permitted to use wax on the floor, walls or anywhere else in their assigned cells.
- 21. No items of any kind will be stored or maintained on the cell window ledge. This area will remain clear at all times.
- 22. Inmate will follow the instructions provided by staff.

Dayrooms (applies to ALL units)

- 1. Inmates may not visit from pod to pod, unit to unit or cell to cell.
- 2. No more than one inmate is permitted on each phone or standing next to the phone.
- 3. Only one inmate per shower stall.
- 4. The position/angle of televisions in the dayroom will not be adjusted except by members of the maintenance staff.
- 5. Common area television channels will only be changed by unit staff.
- 6. No personal property may be removed from the pods unless authorized by unit staff.
- 7. A maximum number of four (4) inmates may be gathered at one dayroom table. This includes both sitting and standing inmates.
- 8. Inmates may not loiter on the top tier, underneath the tier or near doorways.
- 9. In the event of a pod lockdown, inmates must move directly to their cell door. If the cell door is not open then the inmate must stand in front of their cell door until it is opened.
- 10. Inmates may not place items in any traffic areas including the top tier, underneath the tier or near doorways. No items or equipment will be stored underneath stairs.
- 11. Inmates may not sit on the telephone dividers, stairs or tabletops.
- 12. Inmates will not utilize tables or other equipment as laundry areas.
- 13. Inmate will follow the instruction provided by staff.

Dining Room

- 1. Inmates are prohibited from going through the chow line more than once per meal. Each inmate shall only receive the amount of food allotted by the menu.
- 2. Inmates are expected to eat in a timely manner. Each inmate will be allotted a maximum of 20 minutes to eat. Once an inmate has finished eating or the 20 minutes have elapsed, staff may direct the inmate to leave the dining facility and return to their unit.
- 3. Inmates will sit where staff directs them to.
- 4. Inmates may not change seats.
- 5. Inmates may only stand in the Dining Room for the purpose of obtaining their tray from the serving window or to get their drinks.
- 6. Inmates may not visit from table to table.
- 7. Inmates may share food at the table they are seated at, but not between tables. Sharing of food of any kind is subject to specific religious or dietary requirements or needs. The sharing of food from a dietary or religious meal will result in disciplinary action and the removal of the inmate from the dietary or religious meal privilege.
- 8. Inmates may not take food from the Dining Facility unless granted specific permission by staff.
- 9. Inmate will follow the instructions provided by staff.

Med Line

Kit Carson Correctional Center OPERATIONAL RULES OF CONDUCT

- 1. Inmates may only go to med line when directed by staff.
- 2. Inmates will line up in an orderly, single file line in the housing unit foyers when receiving meds. No more than 15 inmates shall be permitted in the line at one time.
- 3. Inmates may not sit on the floor or lean against the wall while in med line.
- 4. Inmates must consume all issued medication at the window in front of the supervising staff member.
- 5. Inmates will follow the instructions provided by staff.

Gymnasium/Recreation Yard

- 1. An inmate shall be held financially responsible for equipment that is lost, stolen or abused.
- 2. Removing equipment from designated areas is prohibited.
- 3. Groupings of four (4) or more inmates are prohibited.
- 4. Only approved gym shoes are permitted in the gymnasium.
- 5. Equipment and issued shoes and/or clothing worn in other than the gymnasium and recreation yard are prohibited.
- 6. Food and/or drink are prohibited in the gymnasium.
- 7. Shadowboxing is prohibited.
- 8. Entering the gym office or equipment room is prohibited unless assigned to those areas as a work assignment.
- 9. Clothing other than approved pants, shirts, workout shorts, sweatpants or sweatshirts is prohibited.
- 10. Altered clothing of any type is not allowed and will be considered contraband.
- 11. Hanging clothing on fences or equipment is prohibited.
- 12. Inmates will follow all instructions provided by staff.

Weightlifting Room

- 1. Use of weightlifting equipment in any manner other than its intended purpose is prohibited.
- 2. Inmates will follow all instructions provided by staff

APPENDIX 3

Menus



Nutrition Adequacy Statement CCA Kit Carson Correctional Center

The daily average calorie count for the cycle menu dated April 13, 2012 is approximately 3000 calories.

The cycle menu for this facility was developed by Trinity Services Group, based on specifications and guidelines from Corrections Corporation of America (CCA), to be served as the regular menu in the adult population. The menu has been analyzed using the Food Processor SQL Nutritional Analysis program from the ESHA Corporation of Salem, Oregon. Per standard nutritional analysis protocol, the menu was averaged in seven-day periods.

The analysis confirms that the menu provides a nutritionally adequate diet for sedentary and/or incarcerated adult males. As written and analyzed, the menu satisfies the Dietary Reference Intakes/EARs recommendations published by the National Academy of Sciences-National Research Council for major nutrients recommended for adult males. The menu also meets ACA and NCCHC standards for basic nutritional requirements.

Some nutrient values may vary based on the nutrient data available from manufacturers, the nutrient listings available under FDA labeling requirements, and the specified items used for analysis.

Laurie L. Clair, RD

Laurie LeClair, RD, LD Registered Dietitian #724836 4/13/12

	FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY
	MEAL # 1		MEAL # 4		MEAL # 7		MEAL # 10		MEAL # 13		MEAL # 16		MEAL # 19
1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK
1 C	BRAN FLAKES	1 C	FARINA	1 C	BRAN FLAKES	1 C	FARINA	1 C	HIGH FIBER RALSTON	1 1/4 C	OATMEAL	1 C	BRAN FLAKES
:													
3 EA	**FRENCH TOAST	1 PC	FRESH FRUIT	2 PC	COFFEE CAKE	2 EA	**EGGS	3 EA	PANCAKES	2 EA	**EGGS	3 EA	FRENCH TOAST
1/3 C	**SYRUP	2 EA	CINNAMON ROLLS			1/2 C	HASH BROWNS	1/3 C	SYRUP	2 OZ	SAUSAGE	2 OZ	TURKEY HAM
4												1/3 C	SYRUP
		_				2 EA	WWTOAST/BREAD	_		2 EA	WW TOAST/BREAD		
2 t	**MARGARINE	2 t	MARGARINE			2 t/2 t	MARGARINE/JELLY	2 t	MARGARINE	2 t/2 t	MARGARINE/JELLY	2 t	MARGARINE
2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB
1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%
3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C 2 TBS	COFFEE	3/4 C	COFFEE
							# Egg Substitute			2 185	+PEANUT BUTTER # Egg Substitute	2 TBS	+PEANUT BUTTER
	MEAL # 2		MEAL # 5		MEAL # 8		# Egg Substitute MEAL # 11		MEAL # 14		MEAL # 17	1	MEAL # 20
2 EA	(+)TOSTADAS:	1 1/4 C	NAVY BEANS &	4 OZ	ROAST TURKEY	1 C	**SOUP	1 EA	CHEESEBURGER:	1 EA	HOT SANDWICH:	1 EA	FISH SANDWICH:
2 EA 2 EA	(+)TOSTADAS: CORN TORTILLAS	11/4 C	TURKEY HAM (2 OZ)	1/2 C	BREAD DRESSING	1 EA	ITALIAN MEATBALL	1 EA 1 EA	*HAMBURGER PATTY	2 OZ	TURKEY PASTRAMI	1 EA 1 EA	BREADED FISH
1 C	VEGETARIAN REFRIED	1 EA/.5C	**BKD. SWEET POTATO	1/2 C	TURKEY GRAVY	1 12/4	SANDWICH:	1 EA	BUN	1 OZ	SWISS CHEESE	1 EA	HAMBURGER BUN
1.0		1/2 C	SPINACH	1/2 C	MIXED VEGETABLES	6 EA	1/2 oz MEATBALLS	1/2 OZ	AMERICAN CHEESE	1/2 C	CUCUMBER SALAD	2 TBS	TARTAR SAUCE
1 OZ	SHRED. CHEESE	2 PC	CORNBREAD	1 C	TOSSED SALAD W/	1/3 C	SPAGHETTI SAUCE	1/4 C	SHREDDED LETTUCE	2 PK	MUSTARD	4 OZ	OVEN FRIES
1/2 C		2 t	MARGARINE	2 TBS	FRENCH DRESSING	1 EA	HOAGIE BUN	4EA/1SL	PICKLE SLICE/ONION	2 SL	RYE/W W BREAD	1 PK	CATSUP
1/4 C		1/2 C	PEARS	2 EA	ROLLS/WH BREAD	1 C	TOSSED SALAD	2/1 PK	CATSUP/MUSTARD	1/2 C	POTATO SALAD	1 C	FIESTA COLESLAW
1/2 C	MEXICAN RICE		-	2 t	MARGARINE	2 TBS	ITALIAN DRESSING	1 PK	SALAD DRESSING	1 PC	SPICE CAKE	1 PC	FRESH FRUIT
1/2 C	S. WESTERN CORN			1 PC	CAKE W/ ICING	1 PC	FRESH FRUIT	4 OZ/.5 C	**POTATOES		W/POWDER SUGAR		
1 PC	FRESH FRUIT							1 C	BAKED BEANS				
								1/2 C	PEARS				
1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA
		1 C	+VEGETARIAN	4 TBS	+PEANUT BUTTER	1 C	+ VEGETARIAN						
			NAVY BEANS	2 T/2SL	JELLY/BREAD		BEANS	1 1/2 OZ	+AMERICAN CHEESE	1 OZ	+ SWISS CHEESE	2 OZ	+ AMERICAN CHEESE
	MEAL # 3		MEAL # 6		MEAL # 9		MEAL # 12		MEAL # 15		MEAL # 18		MEAL # 21
1/2 C	SLOPPY JOE	1 EA	BREADED CHICKEN		BREAKFAST BURRITOS:	1/4	BAKED CHICKEN	1 EA	BURRITOS WITH	1 1/2 C	SPAGHETTI	1 EA	*CHOPPED STEAK
1 EA	BUN		PATTY	2 EA	SCRAMBLED EGGS	1/2 C	PARSLEY POTATOES		GREEN CHILI:	2/3 C	MEAT SAUCE	1/3 C	BROWN GRAVY
4 OZ/.5 C	**POTATOES	1/3 C	SWEET & SOUR	2 OZ	T. SAUSAGE	1/2 C	BEETS	1 C	GREEN CHILI W/	1/2 C	GREEN BEANS	1/2 C	MASHED POTATOES
1 PK	CATSUP			4 OZ	OVEN FRIES	2 EA	WH WHEAT BREAD			1 C	TOSSED SALAD	1/2 C	BROCCOLI
1/2 C		2/3 C	STEAMED RICE	2 EA	FLOUR TORTILLAS	2 t	MARGARINE	2 EA	FLOUR TORTILLAS	2 TBS	ITALIAN DRESSING	2 EA	ROLLS/WH BREAD
1 PC		1/2 C	GREEN BEANS	1/2 C	CALABACITAS	1/2 C	FRUIT CRISP	1 C	(+) VEG. REFRIED BEANS	2 SL	GARLIC BREAD	2 t	MARGARINE
	PIE W/ TOPPING												
		1/2 C	COLESLAW	1/4 C	SALSA			1/2 C	SHREDDED LETTUCE	1 PC	FRESH FRUIT	1 SL	SWEET POT. PIE
		2 t	MARGARINE DE ANUTE DUTTED	1/2 C	FRUIT SALAD			1/2 C	MEXICAN RICE	I			
I		2 EA	PEANUT BUTTER COOKIES	1				1 PC 1/2 C	YELLOW CAKE PEACHES	1			
1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1/2 C 1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK
2 OZ	+AMERICAN CHEESE		FROIT DRIVE	1.0	FROIT DRIVE	2 SL	+BREAD	1.	FROIT DRINK	1	TROIT DRINK	1.0	TRUIT DREAK
I- 02	RICAN CHEESE					4 T	+PEANUT BUTTER	1 C	+MEATLESS GREEN	2/3 C	+MEATLESS SAUCE		
1 T	+SALAD DRESSING	1/2 C	+CHEESE SAUCE	1 C	VEGETARIAN BEANS	2 T	+JELLY	L_	CHILI	2 OZ	+MOZZ, CHEESE	1 C	+VEGETARIAN BEANS
			Menu Notes					l l	aurie L. Clair, RD				
			her menu items prepared w/o addi	tion of bee	f or beef by-products.								4/13/12
	choice. Menu items remain the		hod of preparation may vary.					R.D. SIGN	NATURE				DATE
	Ground Meat Items may contain poultry products.							Ī					
Black pepper is not used in food preparation but is available.								Ī					
			Healthy Menu Choices:										
+Alternate	entrée. Vegetarian protein subs	titution	•					CLIENT S	SIGNATURE				DATE
(+) Alterna	te unnecessary. Main entrée is v	egetarian.											
	olks to 3 per week; egg substitut							L					
			ian patty or 2 boiled eggs (inmates	to remove	yolks)			CDOC R.	D. SIGNATURE				DATE
Salt and Fa	ts (oils, margarine, etc) limited	to amoun	t in recipe.										
Bananas wi	ill be served a minimum of once	per week.	<u> </u>						s Quarterly Evaluation				
								Quarter 1 2 3 4 Year					
								Menu Cv	rle Date				

Menu Cycle Date_

Facility choice: 2 egg whites, 1 vegetarian patty or 2 boiled eggs (inmates to remove yolks)

Salt and Fats (oils, margarine, etc..) limited to amount in recipe. Bananas will be served a minimum of once per week. DATE

CCA Kit Carson Correctional Center Menu

	FRIDAY SATURDAY SUNDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY	THURSDAY	
	MEAL # 22		MEAL # 25		MEAL # 28		MEAL # 31		MEAL # 34		MEAL # 37		MEAL # 40
1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK
C	HIGH FIBER RALSTON	1 C	GRITS	1 C	BRAN FLAKES	1 1/4 C	OATMEAL	1 C	FARINA	1 1/4 C	OATMEAL	1 C	BRAN FLAKES
/2 C	FRIED POTATOES	1/2 C	FRUIT SALAD	1 PC	FRESH FRUIT	1/2 C	HASHBROWNS	1 PC	FRESH FRUIT		BREAKFAST BURRITO	1/2 C	FRUIT SALAD
EA	SCRAMBLED EGGS					2 EA	**EGGS	2 EA	BISCUITS	2 EA	EGGS		
EA	FLOUR TORTILLA	2 EA	SWEET ROLLS	2 EA	COFFEE CAKE			2/3 C	BREAKFAST GRAVY	1/2 C	HASHBROWNS	3 EA	FRENCH TOAST
1/4 C	SALSA					2 EA	WW. TOAST/BREAD		W/ GROUND POULTRY	2 EA	FLOUR TORTILLA	1/3 C	SYRUP
		2 t	MARGARINE			2 t/2 t	MARGARINE/JELLY	2 t	MARGARINE	1/4 C	SALSA	2 t	MARGARINE
PKTS	S SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKS	SUGAR SUB
С	MILK, 1%	1 C	MILK. 1%	1.0	MILK. 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%
/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE
,,,	COLLED	0,.0	COTTEE	0,.0	COLLED	0,.0	COLLED	2 TBS	+PEANUT BUTTER	D7 . C	COLLE	0,.0	COLLEE
	# Egg Substitute						#Egg Substitute	2 TBS	+JELLY		# Egg Substitute		
	MEAL # 23		MEAL # 26		MEAL # 29		MEAL # 32	2 1103	MEAL # 35		MEAL # 38		MEAL # 41
C	**SOUP	2 EA	(+)TOSTADAS:	1/4	BBQ CHICKEN	1 1/2 C		1/2 C	SLOPPY JOE	1 C	**SOUP	1 C	**SOUP
EA	(+) GRILLED CHEESE	2 EA	CORN TORTILLAS	1/2 C	POTATO SALAD		W/BEANS &GR.POULTRY	1 EA	BUN	1/2 C	**TUNA SALAD	2 EA	FRANKS
	(·) GRIEDED CHEESE		com, rominens	1,20	1011110 5112115		William Collins	1 2	2011		1010.112.110		111111111111111111111111111111111111111
	SANDWICH	1 C	VEGETARIAN	1/2 C	SPINACH	2/3 C	RICE	1/2 C	POTATOES O'BRIEN	2 EA	WHEAT BREAD	2 EA	HOT DOG BUNS
SVG	CHEF'S SALAD:	10	VEGETAKIAN	2 EA	DINNER ROLLS	2/3 C 2 EA	FLOUR TORTILLAS	1/2 C	TWO BEAN SALAD	3 EA	BROCCOLI FLORETTES		MUSTARD/CATSUP
EA	(+) HARD COOKED EGG	1 OZ	SHREDDED CHEESE	2 EA	DINNER ROLLS	1 C	TOSSED SALAD	1/2 C	I WO BEAN SALAD	3 EA	CAULIFLOWER FLORETTES	1 C	BAKED BEANS
OZ	TURKEY HAM STRIPS	1/2 C	SHREDDED CHEESE SHREDDED LETTUCE	2 t	MARGARINE	2 TBS	FRENCH DRESSING			2 TBS	RANCH DRESSING	1/4 C	GRILLED ONIONS
		1/2 C 1/4 C		3 OZ		2 1 1 1 1 1 1 1	FRENCH DRESSING			2 1 1 1 1 1 1	RANCH DRESSING		
1/2 C			SALSA	3 OZ	ICE CREAM	1.00	A DOME DO A MICH CALVE	2 7 1	CUCAR COOVER			2/3 C	VEG PASTA SALAD
	CABBAGE & CARROTS	1/2 C	MEXICAN RICE			1 PC	APPLESAUCE CAKE	2 EA	SUGAR COOKIES				
TBS	RANCH DRESSING	1/2 C	CALABICITAS									1 PC	FRESH FRUIT
EA	CHOCOLATE DROP	1 PC	FRESH FRUIT							1/2 C	FRUIT CRISP		
	COOKIES			1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA
C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA			1 C	+MEATLESS GRN CHILI	2 OZ	+AMERICAN CHEESE				
					. M. C. A. CHEECE	1 C	+W/ VEG. BEANS	1 PK	+SALAD DRESSING	1/2 C	**+EGG SALAD	1 C	+VEG. BKD. BEANS
	MEAL # 24		MEAL # 27	1 1/4 C	+ MAC & CHEESE MEAL # 30		MEAL # 22		MEAL # 26		MEAL # 30		MEAL # 42
			*HAMBURGER PATTY		VEGETABLE SOUP	2.07	MEAL # 33 BREAD FISH FILLET	10.07	MEAL # 36		MEAL # 39	1/4	MEAL # 42
1/4 C		1 EA		1 C		3 OZ		10 OZ	POULTRY	1 EA	*COUNTRY FRIED		BAKED CHICKEN
	CASSEROLE WITH	1 EA	HAMBURGER BUN	1 OZ	T. BOLOGNA	2 TBS	TARTAR SAUCE		ENCHILADA		STEAK	1/2 C	PARSLEY POTATOES
	TOMATO SAUCE	4 OZ	OVEN FRIES	1 OZ	T. SALAMI	2/3 C	MAC & CHEESE		CASSEROLE	1/2 C	MASHED POTATOES	1/3 C	CHICKEN GRAVY
/2 C	CARROTS	1/2 C	FIESTA COLESLAW	1 OZ	AMERICAN CHEESE	1/2 C	PEAS	1/2 C	MEXICAN RICE	1/3 C	CREAM GRAVY	1/2 C	BROCCOLI
C	MIXED VEGGIE SALAD	1 SL EA	LETTUCE/ONION	1 EA	HOAGIE BUN	2 EA	BREAD/ROLLS	1/2 C	SHREDDED LETTUCE	1/2 C	CARROTS	2 EA	ROLLS/WH. BREAD
TBS	FRENCH DRESSING	1 PK EA	MUSTARD/CATSUP	1/4 C	SHREDDED LETTUCE	2 t	MARGARINE	1/2 C	CORN	2 EA	DINNER ROLLS	2 t	MARGARINE
EA	ROLLS/WH, BREAD	1 PK	SALAD DRESSING	2 PKT	MUSTARD	1 PC	FRESH FRUIT	1/2 C	PLUMS	2 4	MARGARINE	1 PC	CHOCOLATE CREAM
t		4 SL		2 PKT		Tre	FRESH FRUIT	1/2 C	FLUMS	1 DC	FRESH FRUIT	1 FC	
ı	MARGARINE		PICKLES CHOC CALE W/		SALAD DRESSING					1 PC	FRESH FKUII		PIE
DC:	EDECH EDIUT	1 PC	CHOC.CAKE W/	2/3 C	VEG PASTA SALAD			1		1		1	
PC	FRESH FRUIT	1	PDR SUGAR	1/2 C	PEACHES		PRIVE PRIVE		EDITE DODGE	1.0	EDITE DDDT	1.0	EDITE DEDITE
C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK
_		2 SL	+BREAD	L _				1		4 TBS	+ PEANUT BUTTER		
1 C	+VEG LENTILS W/	4 TBS	+PEANUT BUTTER	2 EA	+HARD COOKED			10 OZ	+ CHEESE	2 TBS	+JELLY		
/3 C	+MACARONI W/PL TOM	2 TBS	*JELLY		EGGS	2/3 C	+MAC & CHEESE		ENCHILADAS	2 SL	+BREAD	2 OZ	+AMERICAN CHEESE
			Menu Notes					1	aurie L. Clair, R	n			
· Men	u item contains beef or beef by prod	lucts All o		addition of l	neef or heef by-products			h	amu nami, k	~			4/13/12
thenu item contains beef or beef by-products. All other menu items prepared w/o addition of beef or beef by-products. the facility's choice. Menu items remain the same, method of preparation may vary.								D D CI	GNATURE				7/13/12
	id Meat Items may contain poultry p		thou of preparation may vary.					к.р. ы	SIMIONE				
	nd Meat Hems may contain pouttry p pepper is not used in food preparati		vailable										
DIACK													
	Healthy Menu Choices:												
Alter	nate entrée. Vegetarian protein sub	stitution						CLIEN	Γ SIGNATURE				DATE
	ernate unnecessary. Main entrée is												
	nit egg yolks to 3 per week; egg substitute is offered:							1					
ımıt e	# Eilith-i 2hit 1				·				D D CICNATURE				DATE

CDOC R.D. SIGNATURE

Manager's Quarterly Evaluation
Quarter 1 2 3 4 Year_____

Menu Cycle Date

FRIDAY

SATURDAY

THURSDAY

WEDNESDAY

CCA Kit Carson Correctional Center Menu

SUNDAY

MONDAY

TUESDAY

Menu Cycle Date_

	MEAL # 43		MEAL # 46		MEAL # 49		MEAL # 52		MEAL # 55		MEAL # 58		MEAL # 61
1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK
1 C	GRITS	1 C	HIGH FIBER RALSTON	1 1/4 C	OATMEAL	1 C	GRITS	1 C	BRAN FLAKES	1 1/4 C	OATMEAL	1 C	BRAN FLAKES
2 EA	**EGGS	3 EA	PANCAKES	2 EA	COFFEE CAKE	2 EA	** EGGS	1 PC	FRESH FRUIT	2 EA	**EGGS	3 EA	PANCAKES
1/2 C	HASHBROWNS	1/3 C	SYRUP	1 PC	FRESH FRUIT	4 OZ	OVEN FRIES	3 EA	FRENCH TOAST	2 OZ	*SAUSAGE	1/3 C	SYRUP
						2 EA	BISCUITS	1/3 C	SYRUP	1/2 C	HASHBROWNS	2 OZ	TURKEY HAM
										2 EA	WH TOAST/BREAD		
2 EA	WH TOAST/BREAD												
2 t/2 t	MARGARINE/JELLY	2 t	MARGARINE	2 t	MARGARINE	2 t/2 t	MARGARINE/JELLY	2 t	MARGARINE	2t/2t	MARGARINE/JELLY	2 t	MARGARINE
2 PKT		2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKS	SUGAR SUB
1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%
3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE
J	COLLED	0,.0	001122	D, . C	COLLE	0,.0	COLLED	0,.0	COTTEE	2 TBS	+PEANUT BUTTER	2 TBS	+PEANUT BUTTER
	# Egg Substitute						#Egg Substitute				#Egg Substitute		
	MEAL # 44		MEAL # 47		MEAL # 50		MEAL # 53		MEAL # 56		MEAL # 59		MEAL # 62
6 EA	MEATBALLS 1/2 OZ EA	4 OZ	BAKED TURKEY HAM	1 EA	*HAMBURGER PATTY	1 EA	*SALISBURY STEAK	1 C	**SOUP	2 EA	FLOUR TORTILLAS	1 C	**SOUP
1/3 C	W/ GRAVY	2 OZ	PINEAPPLE SAUCE	1 EA	HAMBURGER BUN	1 EA	"SALISBURI STEAK	2 OZ	HOT TURKEY HAM	2 OZ	**GROUND POULTRY	3 OZ	BREADED FISH
2/3 C	NOODLES	1 EA/.5C			**POTATOES	1/2 C	MASHED POTATOES	1 OZ	SWISS CHEESE	1/2 C	*VEG. BEANS	2 TBS	TARTAR SAUCE
2/3 C 2 EA	WH BREAD/ROLLS	1/2 C	SPINACH	6 PC	FRESH VEGETABLES	1/2 C 1/3 C	*CREAM ONION GRAVY	2 SL	WHEAT BREAD	1/2 C 1 OZ	SHREDDED CHEESE	4 OZ	OVEN FRIES
2 t.A	MARGARINE	2 PC	CORNBREAD	2 TBS	RANCH DRESSING	1/3 C	GREEN BEANS	2 SL 2 PKT	MUSTARD	1/4 C	SHREDDED CHEESE SHREDDED LETTUCE	1 PKT	CATSUP
1/2 C	GREEN BEANS	2 t 1/2 C	MARGARINE APPLESAUCE	1 SL EA 2 PK	LETTUCE/ONION CATSUP	2 EA 2 t	ROLLS/WH BREAD MARGARINE	1 PKT 2/3 C	SALAD DRESSING VEG PASTA SALAD	1/4 C 1/2 C	SALSA MEXICAN RICE	1/2 C 2 EA	FIESTA COLESLAW WW BREAD/ROLLS
L DG	PROPERTY PROPERTY.	1/2 C	APPLESAUCE										
1 PC	FRESH FRUIT			1 PK EA	SALAD DRSG./MUSTARD	1 PC	FRESH FRUIT	2 EA	SHORT BREAD	1 PC	FRESH FRUIT	2 t	MARGARINE
				1 P.C	ICED CALLE				COOKIES			1 00	EDECH EDIUE
	EDITOR DEPT.		EDITE DOMEST OF THE	1 PC	ICED CAKE		EDITE DELL'I OD TEL		EDITE DON'T OF THE		EDITOR DEPOSIT OF THE	1 PC	FRESH FRUIT
1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA
1 C	+VEGETARIAN					1 C	+VEGETARIAN			1/2 C	+VEGETARIAN		
	SIMMERED BEANS	2 OZ	+AMERICAN CHEESE	1 1/2 OZ	+AMERICAN CHEESE		SIMMERED BEANS	1 OZ	+ SWISS CHEESE		SIMMERED BEANS	1/2 C	+EGG SALAD
-		+						1		1			
	MEAL # 45		MEAL # 48		MEAL # 51		MEAL # 54		MEAL # 57		MEAL # 60		MEAL # 63
1 PC	(+)PIZZA: (6"X6.5")	2 EA	FLOUR TORTILLAS	1 EA	*POLISH SAUSAGE	1/4	BAKED CHICKEN	1 C	CHILI CON CARNE	1 EA	CHICKEN PATTY	1 1/2 C	**FRENCH BAKED
	W/ 2 OZ CHEESE	4 OZ	GROUND POULTRY	1 EA	HOT DOG BUN	1 C	BROCCOLI BAKE	1 EA	**BAKED POTATO	1/2 C	MASHED POTATOES		SPAGHETTI W/
1/2 C	PEAS	1 OZ	SHREDDED CHEESE	2 PK	MUSTARD	1 C	CREAMY COLESLAW	1/2 C	CALABICITAS	1/2 C	GREEN BEANS		GREEN PEPPERS
1 C	TOSSED SALAD	1/4 C	SHREDDED LETTUCE	1 C	VEG. BLACK EYE PEAS	2 EA	ROLL/WH BREAD	1 OZ	CHEESE	1/3 C	CHICKEN GRAVY	1/2 C	CARROTS
2 TBS	RANCH DRESSING	1/4 C	SALSA	1/2 C	MIXED VEGETABLES	2 t	MARGARINE	2 TBS	CHOPPED ONIONS	2 EA	WH BREAD/ROLLS	2 SL	GARLIC BREAD
		1/2 C	MEXICAN RICE	2 t	MARGARINE			2 EA	ROLL/WH BREAD	2 t	MARGARINE	1 C	TOSSED SALAD
								2 t	MARGARINE			2 TBS	ITALIAN DRESSING
												1/2 C	FRUIT CRISP
2 EA	OATMEAL COOKIES	1 PC	BROWNIE	1/2 C	PEACHES	1/2 C	CHOCOLATE PUDDING	1/2 C	PEACHES	1/2 C	APPLE COBBLER		
	TOTAL DOLLAR						PROVIDE PROVIDE				EDITE DOLLE		
1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK
		1 C	+VEGETARIAN	1/2 C	+VEGETARIAN	4 TBS	+PEANUT BUTTER	1 C	+VEGETARIAN	2 OZ	+AMERICAN CHEESE	1 1/2 C	+SPAGHETTI
			REFRIED BEANS		BLACK-EYED PEAS	2 TBS 2 SL	+JELLY		SIMMERED BEANS	2 PKTS	+SALAD DRESSING	2/3 C 2 OZ	+MEATLESS SAUCE + MOZZCHEESE
				_		2 SL	+WHEAT BREAD	1				2 OZ	+ MOZZCHEESE
_			Menu Notes					1	aurie L. Clair, R.	0			
* Men	u item contains beef or beef by-pi	roducts. Al		o addition o	f beef or beef by-products			K	and A cam, K	0			4/13/12
	ility's choice. Menu items remain				beer of beer by products.			R.D. SIG	GNATURE				DATE
	nd Meat Items may contain poultr			,-				Table 510					2.112
	pepper is not used in food prepar												
	r - r r · · · · · · · · · · · · · · · ·												
			Healthy Menu Choices:										
+Alter	rnate entrée. Vegetarian protein s	ubstitution						CLIENT	T SIGNATURE				DATE
(+) Al	ternate unnecessary. Main entrée	is vegetari:	an.										
	egg yolks to 3 per week; egg subs												
			rian patty or 2 boiled eggs (inma	ates to remo	ve yolks)			CDOC I	R.D. SIGNATURE				DATE
Salt a	nd Fats (oils, margarine, etc) lim				- *								
	as will be served a minimum of o							Manage	er's Quarterly Evaluation				
		-						Quarter	1 2 3 4 Year_				
								Monu C	volo Dato				

MEAL # 64 FRUIT JUICE DRINK GRITS **EGGS FRIED POTATOES FLOUR TORTILLAS SALSA	1/2 C 1 C 1/2 C	MEAL # 67 FRUIT JUICE DRINK HIGH FIBER RALSTON	1/2 C 1 1/4 C	MEAL # 70 FRUIT JUICE DRINK	1/2 C	MEAL # 73 FRUIT JUICE DRINK	1/2 C	MEAL # 76 FRUIT JUICE DRINK	1/2 C	MEAL # 79 FRUIT JUICE DRINK	1/2 C	MEAL # 82 FRUIT JUICE DRINK
GRITS **EGGS FRIED POTATOES FLOUR TORTILLAS	1 C	HIGH FIBER RALSTON			1/2 C	FRUIT HUCE DRINK	1/2 C	EDITIT THICE DRINK	1/2 C	FRUIT HUCE DRINK	1/2 C	EDITIT HILCE DRINK
**EGGS FRIED POTATOES FLOUR TORTILLAS			1.1/4.C			TROTT OUTCE DRIVE	1/2 C	FRUIT JUICE DRIVE	1/2 C	I ROLL OCICE DICE		FRUIT JUICE DRINK
FRIED POTATOES FLOUR TORTILLAS	1/2 C		1 1/4 C	OATMEAL	1 C	FARINA	1 C	BRAN FLAKES	1 1/4 C	OATMEAL	1 C	BRAN FLAKES
FLOUR TORTILLAS		FRUIT SALAD	1 PC	FRESH FRUIT	1 PC	FRESH FRUIT		BREAKFAST BURRITO	2 OZ	TURKEY HAM	1 PC	FRESH FRUIT
					2 EA	EGGS	2 EA	FLOUR TORTILLAS	1/2 C	HASHBROWNS	3 EA	FRENCH TOAST
	2 EA	GLAZED BISCUIT	2 PC	COFFEE CAKE	1/2 C	HASHBROWNS	2 EA	SCRAMBLED EGGS			1/3 C	SYRUP
J. 11.0.1					2 EA	TOAST/BREAD	1/2 C	FRIED POTATOES	2 EA	WH TOAST/BREAD	-,-	
	2 t	MARGARINE	2 t	MARGARINE	2 t/ 2 t	MARGARINE/JELLY	1,20	THE TOTAL OLD	2 t/ 2 t	MARGARINE/JELLY	2 t	MARGARINE
	Ĩ '	MAKGAKETE	Γ'	MARGARINE	2021	MARGARINEDELLI	1/4 C	SALSA	2020	MARGARINE	1 .	MAKGAKINE
SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKS	SUGAR SUB
MILK, 1%												
	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%
COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE
# Egg Substitute						# Egg Substitute		# Egg Substitute	2 TBS	+PEANUT BUTTER		
MEAL # 65		MEAL # 68		MEAL # 71		MEAL # 74		<u>MEAL # 77</u>		MEAL # 80		MEAL # 83
BBQ TURKEY	1 1/4 C	**CHILI MAC BAKE	4 OZ	TURKEY	1 1/2 C	RED BEANS & RICE	1 C	**SOUP	1 C	**SOUP	1 EA	*HAMBURGER PATTY
BUN	1/2 C	MIXED VEGETABLES	1/2 C	RISSOLE POTATOES	2 OZ	TURKEY HAM	1/2 C	TUNA SALAD	4 OZ	ITALIAN SAUSAGE	1 EA	HAMBURGER BUN
POTATO SALAD	2 EA	ROLL/WH BREAD	1/2 C	BROCCOLI	1/2 C	CARROTS	2 SL	WHEAT BREAD	1 EA	HOAGIE BUN	1/2 OZ	AMERICAN CHEESE
												ONION/LETTUCE
COCOMBERSALAD	- `	MAKGAKETE	2 6 4	DOLLSAVU DDEAD								DILL PICKLES
	I		2 1									CATSUP/MUSTARD
DE ANUT DUTTED	1 DC	EDECH EDIUT	2.07		1 PC	DRUWNIE						
	1 PC	FRESH FRUIT	3 OZ	ICE CREAM			1 PC		2/3 C	VEG. PASTA SALAD		SALAD DRESSING
COOKIES								BUTTER CREAM ICING.				**POTATOES
									1 PC	FRESH FRUIT		CARROTS
												PEARS
FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA		FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA
+PEANUT BUTTER	1 1/4 C	+MAC & CHEESE	4 TBS	+PEANUT BUTTER	1 1/2 C	+VEGETARIAN	4 TBS	+PEANUT BUTTER&				
+JELLY			2 TBS	+JELLY		RED BEANS & RICE	2 TBS	+JELLY	1 C	VEG. SIMMRD. BEANS	4 TBS	+PEANUT BUTTER&
+BREAD			2 SL	+BREAD							2 TBS	+JELLY/ 2SL BREAD
MEAL # 66		MEAI # 69		MFAI #72		MEAL #75		MFAI # 78		MFAI # 81		MEAL # 84
	1/4		2 E 4		1.64		CEA				2.07	TURKEY HAM
	-, -				I EA	CHICKEN PARMESAN			2.07			
"SWISS GRAVY	I EA/.5C	""BKD. SWEET POTATO	I C	VEG. REFRIED BEANS			1/3 C		3 OZ	TACO MEAT (POULTRY)	1/2 C	AUGRATIN POTATOE
								TOMATO SAUCE				
					1 C	SPAGHETTI W/					1/2 C	LIMA BEANS & CORN
	2 EA											
	2 t										2 EA	ROLLS/WH BREAD
MARGARINE	1 PC	CHOCOLATE CAKE	1/2 C	CORN	2 EA	GARLIC BREAD	2 EA	ROLLS/WH BREAD	2 TBS	CHOPPED ONIONS	2 t	MARGARINE
PEARS		W/ PDR SUGAR	1/2 C	MEXICAN RICE	1/2 C	PEACHES	2 t	MARGARINE	1/4 C	SALSA	1/2 C	FRUIT COBBLER
			1 PC	FRESH FRUIT			1 PC	FRESH FRUIT	1 SL	LEMON CHIFFON PIE		
FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK
+AMERICAN CHEESE	1 C	+ VEGETARIAN			2 OZ	+MOZZ CHEESE	1/2 C	+CHEESE SAUCE	1/2 C	+VEG. SIMMERED	3/4 C	+VEGETARIAN
+SALAD DRESSING		BLACK-EYED PEAS								BEANS		LIMA BEANS & CORN
		Menu Notes					1 1	man L. Claur R.S.)			
em contains beef or beef by-pro	ducts. All	other menu items prepared w/o a	addition of	beef or beef by-products.								4/13/12
s choice. Menu items remain t	he same, n	nethod of preparation may vary.					R.D. SIC	GNATURE				DATE
leat Items may contain poultry	products											
Black pepper is not used in food preparation but is available.												
Healthy Menu Choices:							-					
+Alternate entrée. Vegetarian protein substitution							CLIENT	SIGNATURE				DATE
yolks to 3 per week; egg substi	tute is offe	ered:					L					
	1 vegetar	ian patty or 2 boiled eggs (inmate	s to remove	yolks)			CDOC R.D. SIGNATURE					DATE
# Facility choice: 2 egg whites.												
				•								
# Facility choice: 2 egg whites, ats (oils, margarine, etc) limit will be served a minimum of on	ted to amo	ount in recipe.						er's Quarterly Evaluation-				
	BBQ TURKEY BUN POTATO SALAD CUCUMBER SALAD PEANUT BUTTER COOKIES FRUIT DRINK OR TEA +PEANUT BUTTER +JELLY +BREAD MEAL # 66 *SWISS STEAK *SWISS GRAVY RICE PEAS ROLL/WH BREAD MARGARINE PEARS FRUIT DRINK +AMERICAN CHEESE +SALAD DRESSING em contains beef or beef by-profes choice. Menu items remain to leat Items may contain poultry per is not used in food preparate entrée. Vegetarian protein su	BBQ TURKEY BUN 1/2 C BUN 1/2 C POTATO SALAD 2 EA CUCUMBER SALAD 2 t PEANUT BUTTER COOKIES FRUIT DRINK OR TEA +PEANUT BUTTER +JELLY +BREAD MEAL # 66 *SWISS STEAK *SWISS GRAVY 1 EA/.5C RICE 1/2 C PEAS 2 EA ROLL/WH BREAD 2 t MARGARINE 1 PC PEARS FRUIT DRINK 1 C +AMERICAN CHEESE +SALAD DRESSING em contains beef or beef by-products. All schoice. Menu items remain the same, releat I tems may contain poultry products per is not used in food preparation but is entrée. Vegetarian protein substitution	BBQ TURKEY BUN 1/2 C MIXED VEGETABLES POTATO SALAD 2 EA ROLL/WH BREAD CUCUMBER SALAD 2 t MARGARINE PEANUT BUTTER COOKIES FRUIT DRINK OR TEA +PEANUT BUTTER +JELLY +BREAD MEAL # 66 *SWISS STEAK *SWISS STEAK *SWISS GRAVY 1 EA/.5C **BKD. SWEET POTATO RICE 1/2 C SPINACH PEAS ROLL/WH BREAD 2 t MARGARINE MEAL # 69 *SWISS GRAVY 1 EA/.5C **BKD. SWEET POTATO RICE 1/2 C SPINACH PEAS ROLL/WH BREAD MARGARINE 1 PC CHOCOLATE CAKE W/ PDR SUGAR FRUIT DRINK 1 C FRUIT DRINK +AMERICAN CHEESE +SALAD DRESSING Menu Notes em contains beef or beef by-products. Per is not used in food preparation but is available. Healthy Menu Choices:	BBQ TURKEY BUN 1/2 C MIXED VEGETABLES 1/2 C POTATO SALAD 2 EA ROLL/WH BREAD 1/2 C CUCUMBER SALAD 2 t MARGARINE PEANUT BUTTER COOKIES FRUIT DRINK OR TEA 1 C FRUIT DRINK DRING 1 C SPINACH 1 C SPINACH 1 C FRUIT DRINK DRING 1 PC CHOCOLATE CAKE 1 C CHOCOLATE 1 C CHOCOLAT	BBQ TURKEY BUN 1/2 C MISKED VEGETABLES 1/2 C RISSOLE POTATOES POTATO SALAD 2 EA ROLL/WH BREAD 1/2 C BROCCOLI CUCUMBER SALAD 2 t MARGARINE PEANUT BUTTER COOKIES FRUIT DRINK OR TEA 1 C FRUIT DRINK OR TEA 1 1/4 C +MAC & CHEESE 4 TBS +PEANUT BUTTER 4-PEANUT BUTTER 4-PEAN	BBQ TURKEY BIN 1/4 C **CHILI MAC BAKE 4 OZ TURKEY 1 1/2 C 1/2 C 1/2 C RISSOLE POTATOES 2 OZ 2 OZ 1/2 C RISSOLE POTATOES 2 OZ 2	BBQ TURKEY BUN 1/2 C MIXED VEGETABLES 1/2 C RISSOLE POTATOES 1/2 C RISSOLE POTATOES 1/2 C ARROTS	BBO TIRKEY	BBO TURKEY 11/4	BRO TURKEY 114C ***CHILLI MAC BAKE 10Z TURKEY 11/2C RED BEANS RICE 1C ***SOLP 1C COMBEN 1/2C MIKED VEGETABLES 1/2C RISOLE POTATOS 1/2C CARROTS 2.5L WHEAT BREAD 1/2C CARROTS 1/2C CAR	BBQTREKTY 114C **CRILL MAC BAKE 40Z TURNEY 112C RESIDENAN & RICE 1C **SOUP 1C	BBQ TIRKEY 14C **CHILL MAC BAKE 40Z TURKEY 11Z REPORT 12C **SOLP 1C **SOLP 1EA **SOLP

Menu Cycle Date____

MEGAL # 294			FRIDAY		SATURDAY		SUNDAY	MONDAY		TUESDAY		WEDNESDAY		THURSDAY	
			MEAL # 85		MEAL # 88		MEAL # 91		MEAL # 94		MEAL # 97		MEAL # 100		MEAL # 103
		1/2 C		1/2 C		1/2 C		1/2 C		1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	
		1 C	HIGH FIBER RALSTON	1 C	BRAN FLAKES	1 C	GRITS	1 C	FARINA	1 1/4 C	OATMEAL	1 1/4 C	OATMEAL	1 C	BRAN FLAKES
F. 1.00 1.	В	1 PC	FRESH FRUIT	1 PC	FRESH FRUIT	1 PC			BREAKFAST BURRITO	1 PC	FRESH FRUIT	2 EA	**EGGS	1/2 C	FRIED POTATOES
Mode			**EGGS	3 EA				2 EA				1/2 C	POTATOES O'BRIEN	2 EA	
Formation Control Co															
												2 EA	WH TOAST/BREAD	2 EA	WH TOAST/BREAD
\$\frac{1}{2} \ \frac{1}{2} \			WH TOAST/BREAD	2 t	MARGARINE	2 t	MARGARINE			2 t	MARGARINE	2 t/2 t	MARGARINE/JELLY		
1						2 PKTS						2 PKTS		2 PKS	
Mean	S	2 PKTS	SUGAR SUB	1 C		1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%
Part	Т	1 C	MILK, 1%	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE
## Agg Sadonius Figg Sadoniu		3/4 C	COFFEE							2 TBS	+PEANUT BUTTER				
MEAL # 56		2 TBS	+PEANUT BUTTER							2 TBS	+JELLY				
1			# Egg Substitute						# Egg Substitute				# Egg Substitute		# Egg Substitute
1			MEAL # 86		MEAL # 89		MEAL # 92		MEAL # 95		MEAL # 98		MEAL # 101		MEAL # 104
Common C		2 EA		1 1/4 C		4 OZ		1 EA		2 EA				1 C	
Composition				,									()====================================		
1 10 10 10 10 10 10 10		4 OZ	GROUND POULTRY	1		2 PKTS	MUSTARD	1 EA	HAMBURGER BUN	1 C	VEG. BAKED BEANS	2 EA	FLOUR TORTILLAS	2 OZ	TURKEY HAM
1 1 2 SHEEDBERG CHEEKE 2 2 C SHEEDBERG LATTICE 2 C WHERE AREA 2 C C C C C C C C C				1/2 C	PEAS										
												1 OZ			
														-	
1															
C FRUIT DRINK OR TEA C FRUIT DRINK OR	C	1/2 C	MEXICAN RICE	I		1 PC	ICED CAKE	3 EA	CARROT & CELERY			1/2 C	MEXICAN RICE		CAULIFLOWER &
1 C FRUIT DRINK OR TEA 1 C FRUIT DRINK O	Н	1/2 C	PLUMS	1		I			STICKS	1		1/4 C	SALSA	2 TBS	RANCH DRESSING
1								1 PC	FRESH FRUIT			1/2 C	FRUIT CRISP	1/2 C	PEACHES
REPRIED BLANS 2C **CHEESE SAUCE 2TB **HELLY/2 SL BREAD 2 OZ **AMERICAN CHEESE 12 C **VEG BAKED BLANS 2 OZ **CHEESE		1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA
REPRIED BLANS 2C **CHEESE SAUCE 2TB **HELLY/2 SL BREAD 2 OZ **AMERICAN CHEESE 12 C **VEG BAKED BLANS 2 OZ **CHEESE															
MEAL # 97		1 C	+VEGETARIAN	1 C	+RICE OR NOODLES	4 TBS	+PEANUT BUTTER&								
14 BAKED CHICKEN 1/2 C SREF STEW PC C-PIPZA-16"NAS" 1/2 C *TUNA CASSROLE 1/2			REFRIED BEANS	1/2 C	+CHEESE SAUCE	2 TBS	+JELLY/ 2 SL BREAD	2 OZ	+AMERICAN CHEESE	1/2 C	+VEG BAKED BEANS			2 OZ	+CHEESE
14 BAKED CHICKEN 1/2 C SREF STEW PC C-PIPZA-16"NAS" 1/2 C *TUNA CASSROLE 1/2															
#BEF CURS #BEE CURS #BEF CURS #BEE CURS															
12 C RRAD DRESSING 13 C MUSIC GRAY 12 C MUSIC GRAY 1		1/4	BAKED CHICKEN	1 1/2 C	*BEEF STEW W/	1 PC		1 1/2 C	**TUNA CASSEROLE	1/4	FRIED CHICKEN	1 EA	*SWISS STEAK	1 EA	BAKED POTATO
10 C CHICKES GRAVY 20 C NOODLES 12 C GREEN BRANS 1 C TOSSED SALAD 12 L MAGGED FOLTATOES 12 C MANIED POTATOES 12 C MANIED PO					*BEEF CUBES		W/ 2 OZ CHEESE								
D 12 C ROCCOLI 12 C PICKLED REET SALAD 1 C TOSSED SALAD 2 EA WILDINSWING 2															
1 2 A ROLLSWH BREAD 2 PC WH ROLLSBEAD 2 PS WISEAD 2 PARS 2															
Note the products and the products are products and the products and the products are products. Value Value															
Solution Control Con												2 EA			
E TRS W/PDR SIGAR 1C FRUIT DRINK 1C						1/2 C	PEARS			1 PC	FRESH FRUIT	2 t			
R 1 C FRUIT DRINK 1 C FRUIT DR				2 EA	OATMEAL COOKIES										
IC FRUIT DRINK IC FRU		2 TBS	W/ PDR SUGAR					1/2 C	PEACHES						
2 OZ +AMERICAN CHEESE 1 EA +HARD COOKED EGGS 1 TBS +SALAD DRESSING 2 TBS +JELLY/2 SL BREAD 2 TBS +JELLY/2 SL BREAD 1 C +VEGETARIAN 1 C +VEGETA															
I PKT +SALAD DRESSING I TBS +SALAD DRESSING 2 TBS +JELLY/2 SL BREAD 2 TBS +JELLY/2 SL BREAD BLACK-EYED PEAS CHILI BEANS Menu Notes * Menu item contains beef or beef by-products. All other menu items prepared w/o addition of beef or beef by-products. **Facility's choice. Menu items contains beef or beef by-products. All other menu items prepared w/o addition of beef or beef by-products. Black pepper is not used in food preparation may vary. Healthy Menu Choices: Halthy Menu Choices: CLIENT SIGNATURE DATE (+) Alternate unnecessary. Main entrée is vegetarian. Limit egg yolks to 3 per week; egg substitute is offered: # Facility choice: 2 egg whist; I vegetarian patty or 2 boiled eggs (inmates to remove yolks) Salt and Fats (oils, margarine, etc) limited to amount in recipe. Bananas will be served a minimum of once per week. Manager's Quarterly Evaluation— Quarter 1 2 3 4 Year Quarter 1 2 3 4 Year		1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK
I PKT +SALAD DRESSING I TBS +SALAD DRESSING 2 TBS +JELLY/2 SL BREAD 2 TBS +JELLY/2 SL BREAD BLACK-EYED PEAS CHILI BEANS Menu Notes * Menu item contains beef or beef by-products. All other menu items prepared w/o addition of beef or beef by-products. **Facility's choice. Menu items contains beef or beef by-products. All other menu items prepared w/o addition of beef or beef by-products. Black pepper is not used in food preparation may vary. Healthy Menu Choices: Halthy Menu Choices: CLIENT SIGNATURE DATE (+) Alternate unnecessary. Main entrée is vegetarian. Limit egg yolks to 3 per week; egg substitute is offered: # Facility choice: 2 egg whist; I vegetarian patty or 2 boiled eggs (inmates to remove yolks) Salt and Fats (oils, margarine, etc) limited to amount in recipe. Bananas will be served a minimum of once per week. Manager's Quarterly Evaluation— Quarter 1 2 3 4 Year Quarter 1 2 3 4 Year			. AMERICAN CHEECE	2 5 4	WIRE COOKER FOCO			4 TODG	. DE ANUT DUTTED O	4 TODG	DE ANTE DUETED O		ATTECHT A DALLY		. VIDODE L DV L N
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Quarter 1 2 3 4 Year										Manager'	s Quarterly Evaluation			_	
										Quarter	1 2 3 4 Year				
										Menu Cy	cle Date				

		FRIDAY		SATURDAY		SUNDAY		MONDAY	TUESDAY WEDNESDA			WEDNESDAY		THURSDAY	
		MEAL # 106		MEAL # 109		MEAL # 112		MEAL # 115		MEAL # 118		MEAL # 121		MEAL # 124	
	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	1/2 C	FRUIT JUICE DRINK	
	l C	GRITS	1 C	HIGH FIBER RALSTON	1 C	BRAN FLAKES	1 C	FARINA	1 1/4 C	OATMEAL	1 C	BRAN FLAKES	1 C	GRITS	
В	3 EA	FRENCH TOAST	1 PC	FRESH FRUIT	1/2 C	PLUMS	2 EA	**EGGS		BREAKFAST BURRITOS:	2 EA	**EGGS	2 EA	BISCUITS	
E	1/3 C	SYRUP	2 EA	SWEET ROLL VARIATION	2 PC	COFFEE CAKE	2 OZ	SAUSAGE	2 EA	FLOUR TORTILLAS	3 EA	PANCAKES	2/3 C	BREAKFAST GRAVY	
A	2 OZ	SAUSAGE		OR GLAZED BISCUIT			2 EA	WH TOAST/BREAD	2 EA	SCRAMBLED EGGS	1/3 C	SYRUP		W/ GROUND POULTRY	
K									1/2 C	FRIED POTATOES W/					
F	2 t	MARGARINE	2 t	MARGARINE	2 t	MARGARINE	2 t/2t	MARGARINE/JELLY		GREEN PEPPER &			2 t	MARGARINE	
A	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB	2 PKTS	SUGAR SUB		ONIONS	2 t	MARGARINE	2 PKS	SUGAR SUB	
S															
T	l C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1 C	MILK, 1%	1/4 C	SALSA	2 PKTS	SUGAR SUB	1 C	MILK, 1%	
	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	3/4 C	COFFEE	2 PKTS	SUGAR SUB	1 C	MILK, 1%	3/4 C	COFFEE	
	2 TBS	+PEANUT BUTTER					2 TBS	+PEANUT BUTTER	1 C	MILK, 1%	3/4 C	COFFEE	2 TBS	+PEANUT BUTTER	
	2 TBS	+JELLY							3/4 C	COFFEE			2 TBS	JELLY	
								# Egg Substitute		# Egg Substitute		# Egg Substitute			
		MEAL # 107		MEAL # 110		MEAL # 113		MEAL # 116		MEAL # 119		MEAL # 122		MEAL # 125	
	1 EA	CHICKEN PATTY	1 EA	*COUNTRY FRIED	1/4	BAKED CHICKEN		CHILI DOGS:	2 OZ	TURKEY HAM	1 C	**SOUP	1 C	**SOUP	
	I EA	BUN		STEAK	1/2 C	MASHED POTATOES	1/2 C	(+)VEG. CHILI BEANS	2/3 C	(+)MACARONI &	1 OZ	TURKEY BOLOGNA	1/2 C	TUNA SALAD	
	1 PKT	SALAD DRESSING	1/2 C	STEAMED POTATOES	1/3 C	CHICKEN GRAVY	2 EA	FRANKS		CHEESE	1 OZ	TURKEY SALAMI	1 EA	HOAGIE BUN	
L	l PC	LETTUCE LEAF	1/3 C	CREAM GRAVY	1/2 C	BROCCOLI	2 EA	HOT DOG BUNS	1/2 C	PEAS	1 OZ	AMERICAN CHEESE	2/3 C	PASTA SALAD W/	
	1/2 C	POTATO SALAD	1/2 C	PEAS	2 EA	ROLLS/WH BREAD	2 TBS	CHOPPED ONIONS	1 C	TOSSED SALAD	2 EA	WH BREAD	1		
N	1 PC	FRUIT CRUMB BAR	2 EA	ROLLS/WH BREAD	2 t	MARGARINE	3 EA	CARROT & CELERY	2 TBS	FRENCH DRESSING	2 PKT	MUSTARD	1/2 C	FRUIT CRISP	
C			2 t	MARGARINE	3 OZ	ICE CREAM		STICKS	2 EA	ROLLS/WH BREAD	2 PKT	SALAD DRESSING			
Н			1/2 C	PEARS			4 OZ/.5 C	**POTATOES	2 t	MARGARINE	1/4 C	SHRED. LETTUCE			
							2 PKT	CATSUP	2 EA	SHORT BREAD	1 C	COLESLAW			
										COOKIES					
							1 EA	BROWNIE			1 PC	CHOC. CAKE W/PDR			
	l C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA	1 C	FRUIT DRINK OR TEA		SUGAR	1 C	FRUIT DRINK OR TEA	
					4 TBS	+PEANUT BUTTER					1 C	FRUIT DRINK OR TEA			
			1 1/2 C	+VEGETARIAN LENTILS	2 TBS	+JELLY			2/3 C	+MACARONI &			1/2 C	+EGG SALAD	
	1/2 C	+EGG SALAD		TOM SAUCE	2 SL	+BREAD	1 OZ	+ AMERICAN CHEESE		CHEESE	2 OZ	+AMERICAN CHEESE			
		MEAL # 108		MEAL # 111		MEAL # 114		MEAL # 117		MEAL # 120		MEAL # 123		MEAL # 126	
	1 1/2 C	RIGATONI	1 C	**SOUP	1 1/2 C	GREEN CHILI STEW	1 PC	(+)PIZZA: (6"X6.5")	1 EA	*COUNTRY FRIED	3 OZ	FAJITAS (POULTRY):	1 1/2 C	**FRENCH BAKED	
	2/3 C	MEAT SAUCE	3 OZ	BREADED FISH		W/ GRND POULTRY		W/2 OZ CHEESE		STEAK	2 EA	FLOUR TORTILLAS		SPAGHETTI	
	1/2 C	GREEN BEANS	1/2 C	PARSLIED POTATOES	2/3 C	STEAMED RICE	1/2 C	GREEN BEANS	1/2 C	MASHED POTATOES	1 C	VEG SIMMRD BEANS	1/2 C	PEAS	
	2 EA		2 TBS	TARTER SAUCE	2 EA	FLOUR TORTILLAS	1 C 2 TBS	TOSSED SALAD W/	1/3 C	CREAM GRAVY	1/2 C	GRILLED ONIONS &	1 C	TOSSED SALAD W/	
N		TOSSED SALAD ITALIAN DRESSING	2 EA	WH BREAD	1 OZ 1 C	SHREDDED CHEESE		RANCH DRESSING	1/2 C	SPINACH	1.07	PEPPERS	2 TBS	ITALIAN DRESSING	
	2 TBS 1 PC	FRESH FRUIT	2 T 3 EA	MARGARINE	2 TBS	TOSSED SALAD	1/2 C	CINNAMON	2 EA 2 t	ROLLS/WH BREAD	1 OZ 1/4 C	SHRED. CHEESE SALSA	2 EA 2 t	BREAD STICKS	
E D	PC	FRESH FRUIT	3 EA	CARROT & CELERY STICKS	3 SL	FRENCH DRESSING PINEAPPLE SLICES		APPLESAUCE	1 PC	MARGARINE FRESH FRUIT	1/4 C 1/2 C	SOUTHWESTERN CORN	1 PC	MARGARINE FRESH FRUIT	
K			1/2 C	BREAD PUDDING	3 SL	FINEAFFLE SLICES			irc	FRESH FRUIT	1/2 C	PEACHES	1 FC	FRESH FRUIT	
	ı c	FRUIT DRINK	1/2 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1 C	FRUIT DRINK	1/2 C	FRUIT DRINK	1 C	FRUIT DRINK	
	i C	TROTT DRINK	1 C	FROIT DRINK	1 C	FROIT DRINK	1 C	PROTI DRINK	1 C	TROTT DRIVE	1 C	FROIT DRINK	1 C	FROIT DRINK	
	2/3 C	+MEATLESS SAUCE	1/2 C	*EGG SALAD	1 1/2 C	+GREEN CHILI STEW			1 C	+VEGETARIAN			1/2 C	*MEATLESS TOM SAUCE	
	OZ	+AMERICAN CHEESE	1/2 C	EGG SALAD	11/2 C	W/ VEG. BEANS			1.0	BLACK-EYED PEAS	1/3 C	+VEGETARIAN	2 OZ	+MOZZ. CHEESE	
	. 02	······································				W VEGI BELLING				DESCRIPTION DIED I END	1,00	REFRIED BEANS	1 C	+SPAGHETTI	
T											_	**			
				Menu Notes					7 [aurie L. Clair, R	Ŋ				
	* Menu i	tem contains beef or beef by-pro	ducts. A	ll other menu items prepared w/o ad	dition of l	eef or beef by-products.								4/13/12	
	**Facilit	y's choice. Menu items remain t	he same,	method of preparation may vary.					R.D. SIG	GNATURE				DATE	
		Meat Items may contain poultry													
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	(r) Arter nate unifections y, smail entre is vegetarian. Limit eag volks to 3 per week; eag substitute is offered:														
ľ	Limit egg			rian patty or 2 boiled eggs (inmates	to romovo	volke)			CDOC R.D. SIGNATURE				DATE		
J,	Salt and	Fats (oils, margarine, etc) limit			to remove	yours			COOC R.D. SIGNATURE				DATE		
		will be served a minimum of on							Manager's Quarterly Evaluation-						
L	оппаназ								Quarter 1 2 3 4 Year						
										Quarter 1 2 3 4 Year					

Menu Cycle Date___

CCA Standard Diet Formulary

APPROVED DIET INDEX										
DIET TYPE	CALORIE LEVEL	DESCRIPTION								
General Population Menu Male/Female	2800-3200	The standard menu provides approximately 2800-3200 average calories and adequate protein, vitamins, and minerals for healthy adults.								
Insulin Dependent Diabetic Diet Menus available: 1800 calorie 2500 calorie	1800&2500 ADA with HS snack	Standard Diabetic Meal Plans for Insulin Dependent Diabetics-Diabetic/Calorie Controlled Diets- The menu follows the general population when possible, using low fat preparation methods such as baking or broiling, and includes an HS (hours of sleep) snack. Diet parameters approximately 50% calories from carbohydrates, 20% calories from protein and 30% calories from fat.								
Low: Fat/Cholesterol/ Salt/High Fiber/Diet Used for Hypertension, Hyperlipidemia, CHD, Non- Insulin Dependent Diabetes and Gall Bladder problems.	2200-2300 calorie	Less than 30% of the calories are derived from fat, less than 300 mg Cholesterol, 3 gm Sodium, and 30-35 gm Dietary Fiber. The menu follows the general population when possible, using low fat preparation methods such as baking or broiling.								
Dental Mechanical	2800-3200	The menu has been mechanically manipulated to meet the needs of inmates with limited chewing abilities. No supplementation is necessary.								
Clear Liquid	1200	Provides transparent fluids and glucose for energy. Expires after 2 days. Not nutritionally complete. Used only to provide hydration and energy for pre-test, flu, or post operative conditions.								
Full Liquid or Full liquid for a straw.	1400-2400	Diet composed of fluid or semi-fluid easily digestible foods. Intended to be a transitional diet, will be low in fiber and nutrients if used exclusively for extended periods of time. Used post surgically or in cases of limited chewing abilities. The calorie variance is because of the addition of two high calorie shakes for full liquid diets or broken jaw diets for long-term use.								

API	PROVED DIE	T INDEX, continued
DIET TYPE	CALORIE LEVEL	DESCRIPTION
Nutrition Support	Additional 500 calories	The general meal plan is followed with an additional 500 calories provided via additional servings at meals plus HS snack. The diet is ordered for hypermetabolic conditions (chronic metabolic conditions causing "wasting" or accelerated weight loss. Accelerated weight loss is defined as unintentional weight loss of >10% of body weight in six months, or severely depleted body weight, i.e. 60-69% of ideal body weight (IBW). *NOTE: Approval is required to order this diet for circumstances not included above.
Pregnancy Diet	Additional 500 calories	The general menu is followed with the addition of 500 additional calories per day provided via additional servings at meals and an HS snack. Three dairy servings per day are provided.
Food Intolerance diets: Tomatoes Onions Peppers	Depending on the food intolerance	The general menu is served omitting the offending food item. Protein intolerance diets will be served a meat alternative.
Spices Milk Meat, Fish, Eggs		NOTE: Multiple intolerances that require the provision of special food items not available on the general menu require RMD approval. Gluten and soy free diets require approval.
Renal/Dialysis Diet	Diet order MD	The diet will follow guidelines based on Medical Doctor orders and Registered Dietitian.
		NOTE: Diet order must be accompanied by a detailed order from the Renal Specialist.

Other diets, if determined to be medically necessary, may be ordered with the approval of the Regional Medical Director.

Religious Diets, including vegetarian, vegan, and/or Kosher, will be provided if required by the Client.

Trinity Services Group

Holiday Menus 2012 - CCA Kit Carson Correctional Center

New Year's Day		Cinco De Mayo		Memorial Day	,	4th of Jul	ly	Thanksgiving	5	Christmas	
BBQ Chicken Quarter	1 Ea	Fiesta Meat w/ Papas	3/4 Cup	Hamburger Patty	2 Ea	Hamburger w/ bun	1 Ea	Roasted Turkey	4 WZ	Baked T. Ham w/	3 WZ
Veg. Blackeyed Peas	1/2 Cup	Tostado, Taco, Tortilla	1 Ea	American Cheese	1 Sl	Hot Dog w/ Bun	1 Ea	Turkey Gravy	1/3 Cup	Pineapple Sauce	1/2 FZ
Mashed Potatoes	3/4 Cup	Cheese Enchilada	1 Ea	Hamburger Bun	1 Ea	Baked Beans	1 Cup	Whipped Potatoes	2/3 Cup	Roast Beef	3 WZ
Chicken Gravy	1/2 Cup	Pinto Beans	1 Cup	Onion Slices	2 Ea	Corn on the Cob	1 Ea	Bread Dressing	1/2 Cup	Sweet Potatoes	1/2 Cup
Green Beans	1/2 Cup	Mexi-corn	1/2 Cup	Pickle Slices	4 Ea	Potato Salad	2/3 Cup	Candied Swt Potatoes	1/2 Cup	Whipped Potatoes	1/2 Cup
Fruit Salad	1/2 Cup	Shredded Cheese	1 WZ	Shredded Lettuce	1/4 Cup	Diced Onions	1/4 Cup	Herbed Green Beans	1/2 Cup	Brown Gravy	1/3 Cup
Dinner roll	2 Ea	Shredded Lettuce	1/4 Cup	Green Chili	1 Cup	Dill Pickle Chips	4 Ea	Golden Glow Salad	1/2 Cup	Broccoli with	1/2 Cup
Margarine	2 Tsp	Salsa	1/4 Cup	Catsup/Mustard PC	3/2 Ea	Catsup/Mustard PC	2 Ea	Cranberry Sauce	1/4 Cup	Cheese Sauce	1 FZ
Ice Cream	3 FZ	Bread Pudding	1/2 Cup	Salad Dressing PC	1 Ea	Salad Dressing PC	2 Ea	Dinner Rolls	2 Ea	Cabbage & Lettuce	
				Baked Beans	1 Cup	Watermelon	1 Sl	Margarine	2 Tsp	Salad	1/2 Cup
				Frosted Fudge Brownie	1 Ea	Ice Cream	3 FZ	Pumpkin Pie w/ Topping	1 Pc	Baked Biscuit	1 Ea
				Fresh Fruit	1 Ea			Fresh Seasonal Fruit	1 Ea	Margarine	1/2 OZ
										Upside-down Cake	1/54 CT
								Milk	1 Cup		
Fruit Punch Drink	1 Cup	Fruit Punch Drink	1 Cup	Fruit Punch Drink	1 Cup	Fruit Punch Drink	1 Cup	Fruit Punch Drink		Fruit Punch Drink	1 Cup
	-		-		-		-		-		
										-	

APPENDIX 4

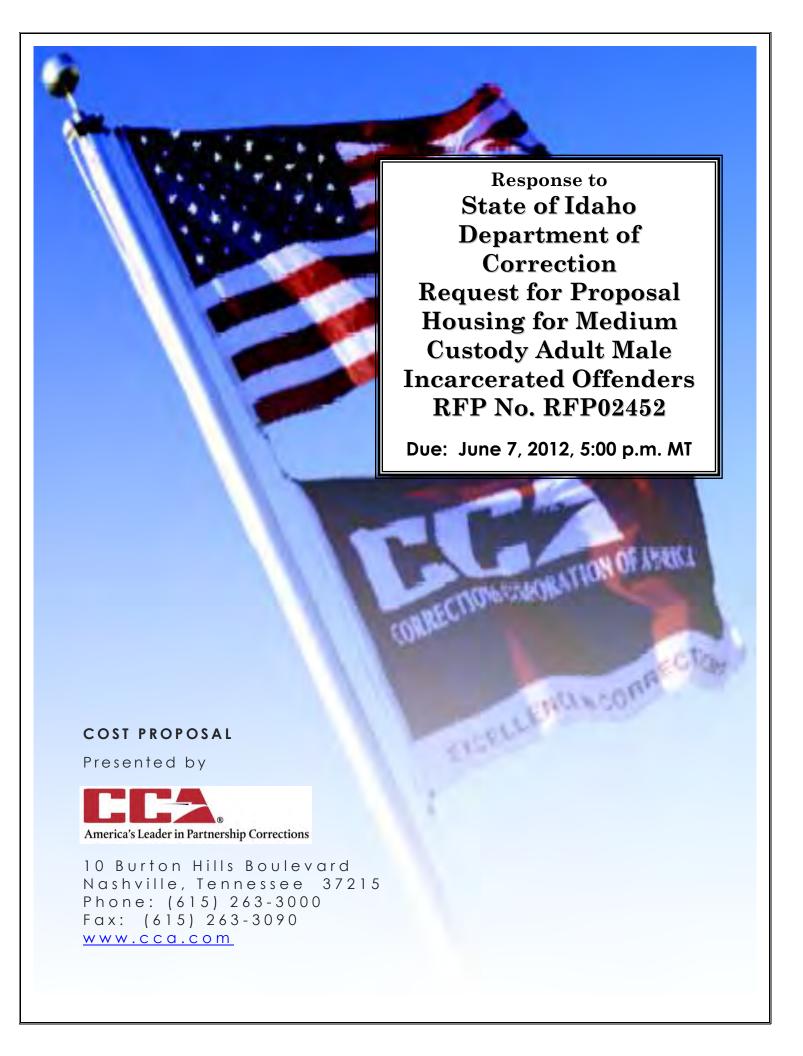
Staffing Patterns

APPENDIX 5

Contracts Lists

APPENDIX 6

Financial Information





SECTION 6.4 COST PROPOSAL

Healthcare Services Option	Per Diem
Includes Subsection 2.35.8.1 Healthcare Services Option A	\$54.19*
Includes Subsection 2.35.8.2 Healthcare Services Option B	\$52.69*

^{*}Represents the cost per Offender per day and is a Fully Burdened Rate.

AMENDMENT 1

TO: All concerned vendors

RE: RFP02452, Out of State Contract Beds for the Idaho Department of Correction, closing (as of this amendment) 5:00 p.m. Mountain time, June 7, 2012

- I. The following are changes made to the referenced Request to Proposal (RFP). This additional information is added to and is made part of the referenced RFP.
- 1. The following is added to the end of the first paragraph of RFP subsection 1.5.4, Proposal Submittal:

"The signature page must be the first page of the technical Proposal."

- **2.** Subsection 1.5.5.1 is changed to read as follows:
- "(ME) 1.5.5.1 The Proposal must identify the maximum amount of beds available to the IDOC for contracting, and a schedule of availability to include location of the Facility(ies), and amount of beds per Facility. The Proposal must also identify guaranteed time frames for availability of beds. No Facility proposed to the IDOC shall have less than one hundred (100) beds available."
- 3. The following is added as the last paragraph of Subsection 2.3, Contract Oversight by the IDOC:

"Upon contract execution, the IDOC and the Contractor shall negotiate in a good faith effort to define a set of criteria for the review of employee records."

4. The following is added as the last paragraph to Subsection 2.6.2, Assignment of Offenders:

"The IDOC will use the following as the primary criteria in evaluating offenders to be moved out of state.

- 1. No chronic mental health or health care issues.
- 2. No escape history from a secure facility.
- 3. Length of sentence at least 3+ years to the parole eligibility date/ parole hearing date, or the full term release date.
- No class A disciplinary actions (Disciplinary Offense Report) within last 12 months. Class A disciplinary offenses are described in IDOC SOP 318.02.01.001 Disciplinary Procedures: Offender."
- **5.** Subsection 2.24, Access to Courts, is changed to read as follows:

"2.24 Access to Courts

The Contractor shall provide access to courts satisfying all constitutional requirements. The Contractor shall provide use of a legal materials reference center, services of a paralegal, and make available appropriate supplies, photocopying, and notary services to enable Offenders to prepare and mail legal documentation. The IDOC shall provide access to Idaho legal materials meeting constitutional standards. The Contractor shall provide at a minimum federal materials to

consist of annotated copies of 42 U.S.C. sec. 1981-1988 with current supplements, 28 U.S.C. sec. 2241-2255 with current supplement, and a current copy of the Federal Civil Judicial Procedure and Rules with current supplement. "

6. Subsection 2.25, Visitation is changed to read as follows:

"2.25 Visitation

The Contractor shall provide the opportunity, physical space, furniture, equipment, and supervision for visitation, including attorney visitation, in accordance with Operating Standards. The IDOC will run background checks for all visitors that apply to visit Idaho Offenders housed at the Facility."

7. The following is added as a new subsection under Subsection 3.2, Compliance with All Operating Standards:

"3.2.1, Contract Amendment for Changes to Operating Standards

The parties recognize that each has entered into the contract based upon Operating Standards in effect as of the Service Commencement Date of the contract. If the Operating Standards change during the term of the contract, and the change impacts the services provided by the Contractor or operation of the Facility, either party may request an amendment to the contract to reflect the change in Operating Standards, including an increase or decrease to the Per Diem. The State shall review the requested change to the Per Diem and may adjust the Per Diem to reflect the Contractor's actual demonstrated cost increase or savings resulting from the change in Operating Standards. Any amendment to the Per Diem under this subsection 3.2.1 shall be made only upon a clear showing of entitlement and documentation of increased cost or savings resulting from the change in Operating Standards. Under no circumstances shall the Contractor fail to operate its Facility or not perform the services of this contract in compliance with the Operating Standards."

8. The first paragraph of Subsection 3.4, Staff Misconduct, is changed to read as follows:

"Staff Misconduct

The Contractor shall promptly notify the Contract Monitor of all allegations of staff misconduct, and shall provide the Department with notice of any employee suspension or termination for misconduct. The notification shall include all pertinent information concerning the alleged misconduct. Upon contract execution, the IDOC and the Contractor shall negotiate in a good faith effort to define a set of criteria for the reporting of allegations of employee misconduct to the IDOC."

9. The first paragraph of Subsection 4.3.2, Per Diem Adjustment For Inflation, is changed to read as follows:

"4.3.2 Per Diem Adjustment For Inflation

An adjustment for inflation may be allowed based upon the percentage change of the Table 3. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, West urban, size B/C, as published by the U.S. Dept. of Labor, Bureau of Labor Statistics (http://www.bls.gov). This information may be accessed at www.bls.gov as follows:

- once at <u>www.bls.gov</u>, click on the "Major Economic Indicators" link under Economic Releases;
- -click on the "PDF" link under Consumer Price Index;
- scroll to "Table 4";

- find in that table "West Urban" and use the "Size B/C" data."
- **10.** Subsection 4.6, Replacement Personnel, is changed to read as follow:

"4.6 Replacement Personnel

The IDOC has an interest in providing a healthy and safe environment for its Offenders. The IDOC also has an interest in ensuring that the operation and management of the Facility is carried out in an efficient, professional, legal, and secure manner. The IDOC, therefore, may, in its sole discretion, request that Contractor reassign or otherwise remove from performing services under the contract, any staff member, subcontractor, or subcontractor staff member reasonably found unacceptable to the IDOC in light of above referenced principles.

IDOC shall submit a written request, which will include the basis for IDOC's request for reassignment or removal. The Contractor shall consider the Department's basis for the request and, if appropriate, consult with the Department. If the Contractor disagrees with the basis for reassignment or removal of its employee from service under the Contract, the Contractor shall notify the Contract Monitor within forty-eight (48) hours.

Should the IDOC be dissatisfied by the Facility Administrator's failure to comply with the Contract, the IDOC, in addition to the other remedies set forth in the contract, shall have the right to require a replacement of the Facility Administrator at no additional cost to the IDOC.

When the Facility Administrator position is to be vacated for any reason, the Contractor shall submit the résumé of the replacement person for such position. The Contractor shall submit the résumé of any interim Facility Administrator, along with such other information as the IDOC may reasonably request, within five (5) business days after the decision to vacate becomes known to the Contractor.

The IDOC reserves the right of final approval of any replacement candidate offered for the position of Facility Administrator. The IDOC may reject a proposed replacement for any reasonable cause(s). Should the IDOC reject the Facility Administrator replacement candidate, the Contractor shall be provided a reasonable period of time to offer a replacement."

11. Subsection 4.8.4, Cooperation in Defense, is changed to read as follows:

"4.8.4 Cooperation in Defense

The Contractor and the State shall cooperate in defending claims filed against either of them. The settlement of any claim against the State shall require the written consent of the State, which consent shall not be unreasonably withheld and no settlement of claims against the State shall be effective without such written consent."

- **12.** Subsection 4.15.3, State May Cure, is renumbered to read:
- "4.14.3 State May Cure"
- 13. Section 6.3, Evaluation Categories and Weights is changed to read as follows:
- "6.3 Evaluation Categories and Weights:

The table below indicates the total number of points that shall be available for each area of the RFP evaluation. These weights are provided here for your understanding of the State's general applications and requirements.

Evaluation Categories:

Technical Evaluation 600 Points

Per Diem Price (Cost Proposal) 400 Points
Bed Availability 100 Points
TOTAL: 1,100 Points"

14. The last paragraph of RFP Subsection 6.4, Cost Proposal is changed to read as follows:

"Cost points for the Per Diem evaluation shall be normalized as follows: The Proposal with the lowest estimated annual cost shall receive four hundred (400) points. The next lowest estimated annual cost shall be divided into the lowest estimated annual cost and the resulting percentage shall be multiplied by four hundred (400) to determine the points awarded. Please note that, since each Proposer will be submitting numbers of beds available that differ from other proposals, to normalize the cost proposals for evaluation purposes only, the Per Diem amount proposed will be multiplied by eight hundred (800), which is the estimated total number of beds that the IDOC needs (see subsection 2.4, Estimated Schedule), and then multiplied by three hundred sixty-five (365) (days) to arrive at the estimated annual cost. (This does not obligate the Department to 800 beds during the initial term of the contract.) (Example: [Proposer 1: estimated combined annual cost of \$7,756,250.00] [Proposer 2: estimated combined annual cost of \$7,950,000.00] [Proposer 1 receives 400 points] [Proposer 2: (\$7,756,250.00 / \$7,950,000.00) X 400 points = 390.25 points]) Cost points for all subsequent cost Proposals shall be normalized via this method.

15. The RFP Number on page 2 of Attachment 3, is changed to read:

"RFP Number: RFP02452"

II. The following are questions, statements, clarifications, and their responses regarding the referenced RFP. This additional information is added to and is made part of the referenced RFP.

Question	RFP Section	RFP Page	Question	Response
1	Special Instruc- tions to Vendors Clause #6	2	The Signature Page form designates this RFP and proposal as a manual submission; therefore, please confirm that the IPRO Administrative Fee of 1.25% of the value of the contract document (capped at \$100,000 per contract) will not be applicable to this RFP.	The administrative fee will apply to RFP02452. Manual submission only has no bearing on the administrative fee.
2	6.3	56	Evaluation Categories and Weights indicate the total number of allocable points as 1000; however, the 3 categories listed equals 1100 points. Please clarify.	We have corrected this subsection.

Question	RFP Section	RFP Page	Question	Response
3	1.4 Website RFBIP Review Page 1.5.4 Signa- ture page	8	Tammy Majors is listed as the RFP contact (Section 1.4) while Jason Urquhart is listed as the Buyer on the RFBIP Review page of the solicitation website. The Proposal Submittal section of the RFP (1.5.4) says proposals should be sent to Tammy Majors. Should Mr. Urquhart or Ms. Majors be listed as "Buyer" on the Signature Page form and the requisite proposal package labeling?	Tammy Majors is the Buyer (DOP Contact) for RFP02452.
4	2.29	21	The RFP states that case managers will document offender concerns in a manner designated by the IDOC; a manner that "will most likely be data entry into the Corrections Integrated System (CIS) used by IDOC to house electronic Offender data." If IDOC determines that CIS should be installed at the facility, please confirm that IDOC will pay any costs associated with installation of this system into the contractor's facility(ies).	CIS is a web based program operating on Internet Explorer 7. Access to this program would be provided via a Virtual Private Network (VPN) tunnel. There should be no cost associated with providing access to the VPN tunnel, nor would "installation of a system" be necessary.
5	4.15.3	53	Please confirm that this subsection should be numbered as 4.14.3 and not 4.15.3.	This is correct.
6	2.25	20	Does IDOC prefer that the contractor provide video visitation? If so, will IDOC establish and pay for video stations and related lines, equipment, etc. necessary for receiving video visitation for offender's visitors in Idaho?	Video visitation may be an option that could be offered at the sole discretion and expense of the Proposer. IDOC is not responsible for establishing nor paying for this option.
7	2.35.9	25	Does "elective procedures" mean cosmetic and other procedures not medically indicated? Please confirm that these procedures would be denied on prior approval and that offenders cannot otherwise choose to have an elective procedure for which the contractor would be financially responsible.	For the purpose of this RFP "elective procedures" refers to a procedure that is not medically necessary or is a "want vs. need" Offender request. IDOC would not anticipate that such a procedure would be requested by the contract medical provider. Offenders are not allowed to choose procedures that have not been recommended or ordered

Question	RFP Section	RFP Page	Question	Response
				by a medical provider and are based on a medical evaluation.
8	2.35.2	23	Can tele-psychiatry and tele- medicine be proposed in the delivery of healthcare services?	Tele-psychiatry and/or tele- medicine may be proposed as an enhancement to on-site delivery of mental health and/or healthcare services.
9	2.35.8.2	25	Will the offsite healthcare expense in excess of \$3,000 per offender visit include a course of treatment such as dialysis, chemotherapy, radiation therapy, physical therapy, etc.?	Yes, the healthcare expense in excess of \$3,000 per Offender visit includes all healthcare provided off-site.
10	2.35.11	26	Can the contractor utilize its own Electronic Medical Record (EMR) if all IDOC requirements are met and the chart can be reproduced on paper upon the offender's return to the IDOC?	No. In past experience the IDOC found that when the EMR is reproduced in print it does not interface with the existing paper record. Due to specific forms that are used it is not possible for all of IDOC requirements to be met using an EMR.
11	Appendix 2	72	Transfer Screening, Indicators #4, states that mental health information must be reviewed by a mental health professional within 12 hours of arrival to the facility. NCCHC standards set the timeframe at 24 hours to allow for the nursing intake assessment to be completed and to have a mental health professional onsite. Will the IDOC consider modifying this requirement?	NCCHC Standard P-E-03 Transfer Screening requires healthcare professionals review each Offender's health record for an intrasystem transfer within 12 hours of arrival at a Facility to ensure continuity of care. This requirement would apply to mental health information as well, therefore this requirement will not change and is consistent with NCCHC Standards.
12	2.35.13	27	Would the Department consider a ramp-up period in order for the	The IDOC will allow the Contractor a ramp up period of 6
	4.14	51	facility to reach full compliance before liquidated damages would be assessed?	months after Offenders have been placed at the Facility to allow for compliance with subsections 2.35.13 and 4.14.
13	1.2	6	Please provide the estimated percentage of the population requiring Special Education services at any given time.	IDOC anticipates less than 2% of the population would need special education services, if any.
14	2.27	20	The RFP states, "The Contractor	This is an option left up to the

Question	RFP Section	RFP Page	Question	Response
			shall provide to the Offenders access to pre-GED materials and other educational materials and programs." Is it expected that the contractor would provide Professional/Technical Education (PTE) and/or English Language Learners (ELL) programs? If so, please provide the estimated percentage of the population requiring PTE and/or ELL programming.	proposer. The RFP is clear that the IDOC would like access to pre-GED material and to other educational materials and programs for offenders, so this is at the discretion of the proposer to describe in their proposal what that would look like to provide. The estimate for those offenders is not available at this time.
15	2.40	34	Please confirm that facility space allotted for meetings and hearings with IDOC authorities, including parole and legal representation, will be considered multi-purpose space when not otherwise occupied to allow for other uses according to facility needs.	This is correct.
16	2.14 Appendix 1	18 60	Please confirm that the sanitation, hygiene, and health standards cited refer to such standards as identified under the Operating Standards as defined in Appendix 1.	This is correct.
17	2.31	13	We understand that the contractor will be responsible for the IDOC Contract Monitor's salary and benefits; please confirm that IDOC will be responsible for all costs related to the Contract Monitor's expenses, travel and lodging.	This is correct. IDOC is responsible for all costs associated with the IDOC Contract Monitor other than salary and benefits.
18	2.7.4	15	The RFP states "Proposals shall describe how this subsection will be accomplished, to include the contractor's policy for preventing and dealing with Offender disturbances" It is the intent to describe proposer's policy or include the policy?	The Proposer may provide either a description of its policy, a copy of its policy, or both.
19	Solicitation Instructions to Vendors 18A.	4	The Solicitation Instructions state that "Any Bid sheets and the signature page must be submitted in a sealed envelope or package." Does the reference to "bid sheets" pertain to the Cost Proposal as	"Bid sheets" in the Solicitation Instructions to Vendors, section 18, paragraph A refer to all documents provided by the Proposer in its response to the Request for Proposal.

Question	RFP Section	RFP Page	Question	Response
	1.5.4 1.5.5.2	8	mentioned in RFP Section 1.5.4 which is to be provided in a separate sealed envelope? Additionally, Section 1.5.5.2 cites the required inclusion of the signature page in the proposal but does not specify where it should be located. Please clarify where the signature page should be included in the submitted proposal.	The signature page must be submitted as the first page of the technical Proposal. The first paragraph of subsection 1.5.4 has been changed to reflect this.
20	1.5.5.1	10	For the initial ramp-up of the 250 IDOC offenders to the facility, as well as routine facility transports to/from Idaho during the term of the contract, may a proposer suggest a transportation schedule, including frequency of transports, numbers of offenders per trip, etc. in its proposal to better ascertain related costs?	A Proposer may suggest such, however the IDOC is not obligated to accept it as a term of the contract.
21	2.6.3 2.13	14	Other than the initial transportation required during ramp-up of the IDOC population, does IDOC anticipate that the most common interstate transports for which the contractor will be responsible will be releases and newly assigned offenders? If not, please describe any other scenarios (other than court transports for which IDOC will be responsible) for which the contractor may be responsible.	The most common transports the IDOC anticipates will be Offenders that we need to send to the Facility for housing, and those that need returned to begin their programs and prepare for release. If an Idaho offender commits a crime while at the Contractor's Facility, then the contractor would be responsible to provide transportation to court appearances related to such.
22	2.6.3 2.13	14	Concerning the previous transportation question, please provide proposers with an estimate of the frequency anticipated for these types of transports (i.e. monthly, quarterly, etc.) in order to calculate associated costs, as well as the estimated number of offenders per trip.	The IDOC anticipates a frequency of typically every 6 months, but could be quarterly. At this time we anticipate an estimate of 100 Offenders for the routine transfers, but that number may change depending on the needs of the IDOC.
23	2.4	13	The RFP estimates that over 800 offenders will need to be placed outside of Idaho; however, the estimated schedule implies that only 250 beds are needed in the near	Based on current growth trends the IDOC anticipates a loading schedule as described in subsection 2.4: an initial load of 250 offenders, and approximately

Question	RFP Section	RFP Page	Question	Response
			term with a possibility of adding additional offenders. Is it IDOC's expectation that the required beds will likely remain at approximately 250 for the initial term of the contract and that the additional capacity is being requested only to accommodate unexpected growth?	100 offenders every 6 months thereafter. Which, if the IDOC's growth trends are sustained for 3 years, is the anticipated need in the contract. It is not our expectation to remain at 250 offenders for the initial contract term of 2 years.
24	4.8.4	45	Will the Department agree to revise the second sentence of this section as follows? "The settlement of any claim against the State shall require the written consent of the State, which consent shall not be unreasonably withheld and no settlement of claims against the State shall be effective without such written consent."	The IDOC is agreeable to this change. This change is made in RFP Amendment 1.
25	2.24	20	Will the Department agree that library aids may provide services instead of paralegals? To clarify that the Contractor will not be required to provide supplies, photocopying and notary services to non-indigent offenders, will the Department agree to revise the second sentence of this section as follows? "The Contractor shall provide use of a legal materials reference center,—and the services of a paralegal—library aid, and shall make available appropriate supplies, photocopying, and notary services to enable Offenders to prepare and mail legal documentation."	RFP subsection 2.24 requires the contractor to provide the services of a paralegal. The IDOC does not agree to a library aide providing services instead of a paralegal. The IDOC agrees to revise the second sentence of subsection 2.24 as follows: "The Contractor shall provide use of a legal materials reference center, services of a paralegal, and make available appropriate supplies, photocopying, and notary services to enable Offenders to prepare and mail legal documentation." This change is made in RFP Amendment 1.
26	Attach- ment 2	94	Since the SEC form 10-K financials are quite lengthy, will the Department allow proposers to print copies of the two years of financials double-sided to conserve paper?	Yes, Proposers can provide financial information doublesided.
27	4.11.1	48	This section requires the Contractor to warrant that "(3) the Contractor shall observe and abide by all	Correct, the Contractor is only required to comply with IDOC policy and SOP that is required in

Question	RFP Section	RFP Page	Question	Response
			Operating Standards and any other applicable laws, rules and policies, including those of the IDOC pertaining to IDOC's prisons." As indicated in the definition of Operating Standards on page 60 of the RFP, please confirm that the Contractor is only required to follow the IDOC policies and SOP that are required by the RFP or added under the resulting contract. If this is not the case, please specify what other IDOC rules and policies are intended.	the RFP, or made applicable at a later time in keeping with contract terms.
28	4.10.1	46	Does the Department acknowledge that Work Product does not include materials and reports that the Contractor develops or uses in the regular course of its business; innovative technologies or processes that the Contractor currently uses; or innovative technologies and processes that the Contractor may create or conceive in the regular course of its business, even if such materials, reports, technologies or processes are used in the performance of this contract?	Yes, the IDOC acknowledges that Work Product does not include materials and reports that the Contractor develops or uses in the regular course of its business; innovative technologies or processes that the Contractor currently uses; or innovative technologies and processes that the Contractor may create or conceive in the regular course of its business, with the exception of reports. In keeping with the definition of Work Product in the RFP, if the Contractor produces reports that include information about the performance of the contract, those reports may be considered Work Product.
29	4.3.2	40	The RFP cites a website where inflation information may be obtained. Please confirm that the reference to the table containing "West Urban" and "Size B/C" data is actually contained in Table 4 rather than Table 3.	Correct, the CPI has been redesigned and the reference to the Table 3 should be Table 4. This change is made in RFP Amendment 1.
30	2.32.37.13.9	13 32-33 38	These sections require that IDOC be allowed access to financial and other records and materials that relate to the contract, Contractor's performance under the contract and	The IDOC requires access to records and materials that relate to the performance of the contract, and the care and supervision of Offenders. The
			the care and supervision of offenders. Please clarify that such	IDOC desires transparency with the Contractor, and may need to

Question	RFP Section	RFP Page	Question	Response
			access is limited to information that is necessary to monitor compliance with the contract or necessary to verify specific costs for which the Contractor seeks reimbursement under the contract and does not include privileged material, proprietary corporation information, information about other facilities or non-IDOC inmates that may also be housed in the facility.	review records that contain privileged or proprietary information. In that event, the IDOC would make our best efforts to ensure the confidentiality of records so designated as proprietary or privileged by the Contractor. The IDOC does not intend to review documents or records that do not pertain to this requirement.
31	2.7.1 2.37.2	15 32	If a proposal offers to house IDOC offenders in a facility that houses offenders from another jurisdiction, please confirm that Contractor would only be required to report incidents involving IDOC offenders and that the Department would only retain the right to investigate incidents involving IDOC offenders since the Department's interest is only in incidents involving IDOC offenders and Contractor may not be able to agree to report incidents to the Department not involving IDOC offenders or to provide the Department the right to investigate incidents not involving IDOC offenders.	The IDOC has an interest in ensuring a safe and secure correctional environment for its Offenders, and does want to be notified of significant incidents that occur at the Facility (i.e. lockdowns, riots, disturbances, incidents of violence). The IDOC does not intend to investigate incidents that do not involve IDOC Offenders.
32	2.13 2.35.7	18 24	Please confirm that the State will pay the transportation costs when IDOC elects to return the offender to Idaho for required healthcare, mental health or dental treatment consistent with Section 2.35.7.	Yes, the IDOC will pay the cost of transportation in this event.
33	2.35.13. 4 4.14.2	2951	These sections provide only a tenday cure period based on Healthcare, Mental Health and Dental Services audit findings. Section 4.14.2 (pg. 51) provides a 30-day cure period for all other breaches. Will the Department agree to provide cure periods that are consistent with the cure periods provided in the Department's contract for the Operation of a State Owned, Privately Operated	The IDOC will not agree to this change. This methodology is consistent with our current contract for healthcare services within the State of Idaho.

Question	RFP Section	RFP Page	Question	Response
			Correctional Facility (60 days for most breaches, 30 days for beaches related to certain Health Services Performance Indicators and 10 days for breaches that result in imminent threat to the health, safety or welfare of the public, offenders or staff)? For most of the Performance Indicators, a ten-day cure period is the functional equivalent of having no cure period at all, while these proposed cure periods are reasonable and consistent with an existing Department contract.	
34	2.35.13.	30-31	This section provides the per day costs for liquidated damages that may be assessed for healthcare, mental health and dental services breaches that remain uncured after the cure period. Please confirm that the amount of the damages will be determined by multiplying the per day cost by the number of days beyond the cure period that the breach remains uncured. Using the Transport Medication Performance Indicator, which has a 90% threshold, as an example: If 100 charts were reviewed and 85% of the files were found to be compliant with the standard and it took the facility 20 days beyond the cure period to meet the 90% threshold, would the damages be determined as follows if Level One Damages are appropriate: 20 days* \$144 per day = \$2,880?	As described in subsection 2.35.13.5: After the initial audit remedy period, if the Contractor falls below a threshold for the first follow up audit for a deficient performance indicator, then level one liquidated damages would be assessed beginning on the date of notification to the Contractor and ending on the date the Contractor notified the IDOC that the deficiencies were cured. For example, the IDOC conducted a first follow up audit of 5 initial audits that did not meet the threshold. The follow up audit results showed 2 audits (e.g. Provider Orders and Continuity of Care) that remained deficient. The amount of \$144 would be assessed for each failed audit (X2) daily until the date the Contractor notified the IDOC that the deficiencies have been cured. In this example (say it took 20 days for the Contractor to make such notification to the IDOC), the calculation of liquidated damages would be: \$144 x 2 failed audits x 20 days = \$5,760.00.

Question	RFP Section	RFP Page	Question	Response
35	3.4	36	If a proposal offers to house IDOC offenders in a facility that houses offenders from another jurisdiction, please confirm that Contractor would be required to notify the Contract Monitor and provide the notices and access required by the section only if the misconduct allegations concern incidents that involve IDOC offenders or involve staff members who are working with IDOC offenders since the Department's interest is only in misconduct allegations concerning incidents that involved IDOC offenders or staff assigned to work with IDOC offenders.	The Department's interest is in ensuring a safe correctional environment, and the IDOC wants to know of situations that may impact the Facility in a significant manner. As noted in question 36, the IDOC is willing to work with the Contractor to define a set criteria for reporting to the IDOC allegations of misconduct upon contract execution.
36	3.4	36	Is the Department willing to work with the Contractor to define the categories of misconduct for which notice would be required under this contract because of the broad range of conduct that may be classified as misconduct?	Yes, the IDOC would be willing to define the categories of misconduct with the Contractor.
37	2.3 3.9	13 38	These sections require the Contractor to obtain written waivers from its employees permitting the Contract Monitor to review employee records, with the exception of pay and benefit information. If a proposal offers to house IDOC offenders in a facility that houses offenders from another jurisdiction, please confirm that the Contract Monitor's review will only pertain to employees that provide services under the IDOC contract since the Department's interest is only in employee records for employees providing services under the IDOC contract.	The Department's interest is in ensuring a safe correctional environment, and the IDOC wants to know of situations that may impact the facility in a significant way. The IDOC is willing to work with the Contractor to define a set criteria for the review of employee records upon contract execution.

Question	RFP Section	RFP Page	Question	Response
38	4.6	42	We understand the Department's reservation of the right of final approval of any replacement Warden candidate. However, if a proposal offers to house IDOC inmates in a facility that houses inmates from another jurisdiction, the Contractor would need to retain the authority to make final hiring decisions concerning other facility staff. The interest of maintaining safe and efficient facility operations would potentially be compromised if the Contractor is required to coordinate among various partner agencies before making such employment decisions. Would the Department agree to revise this section to read as follows?	The IDOC will agree to the changes requested, with the exception of the following: "Should the IDOC be dissatisfied because of the Facility Administrator's failure to comply with the Contract, the IDOC, in addition to the other remedies set forth in the contract, shall have the right to require a replacement of the Facility Administrator at no additional cost to the IDOC." This change is made in RFP Amendment 1.
			"4.6 Replacement Personnel The IDOC has an interest in providing a healthy and safe environment for its Offenders. The IDOC also has an interest in ensuring that the operation and management of the Facility is carried out in an efficient, professional, legal, and secure manner. The IDOC, therefore, may, in its sole discretion, require request that Contractor reassign or otherwise remove from performing services under the contract, any staff member, subcontractor, or subcontractor staff member reasonably found unacceptable to the IDOC in light of above referenced principles. IDOC shall submit a written request, which will include the basis for IDOC's request for	
			reassignment or removal. The Contractor shall consider the Department's basis for the request and, if appropriate, consult with the Department. If the Contractor	

Question	RFP Section	RFP Page	Question	Response
			disagrees with the basis for reassignment or removal of its employee from service under the Contract, the Contractor shall notify the Contract Monitor within 48 hours.	
			Should the IDOC be dissatisfied because of with any services performed by the Facility Administrator's failure to comply with the Contract, the IDOC, in addition to the other remedies set forth in the contract, shall have the right to require may request a replacement of the Facility Administrator at no additional cost to the IDOC.	
			When the Facility Administrator position is to be vacated for any reason, the Contractor shall submit the résumé of the replacement person for such position. The Contractor shall submit the résumé of any interim Facility Administrator, along with such other information as the IDOC may reasonably request, within five (5) business days after the decision to vacate becomes known to the Contractor.	
			The IDOC reserves the right of final approval of any replacement candidate offered for the position of Facility Administrator. The IDOC may reject a proposed replacement for any reasonable cause(s). Should the IDOC reject the Facility Administrator replacement candidate, the Contractor shall be provided a reasonable period of time to offer a replacement. "	
39	4.14.1.1	51	The Facility Administrator is the only management level position	The proposed staffing is at the discretion of the Proposer, in

Question	RFP Section	RFP Page	Question	Response
	3.7	36	specified in the RFP. Is it the only "required management position"? If not, please identify all required management positions.	accordance with sound operational practices, Operating Standards, and RFP subsections 3.7, 3.8.1, and 4.14.1.1. It is incumbent upon the Proposer to identify its management positions beyond the Facility Administrator. IDOC – should 4.6 be included here as well? 4.6 not really applicable to this
40	4.13.2	50	Will the State agree to extend the notice period to terminate for convenience from 60 calendar days to 120 calendar days to allow for a more reasonable time to transition the facility? The RFP does not provide the Contractor the right to terminate the contract under any circumstances. Will the State also agree to provide the Contractor the right to terminate for convenience upon 120 days notice?	No, the State will not agree to either change.
41	4.14.2	52	This section provides the per day costs for liquidated damages that may be assessed for breaches, other than healthcare breaches, that remain uncured after the cure period. Please confirm that the amount of the damages will be determined by multiplying the per day cost by the number of days beyond the cure period that the breach remains uncured. For example, if three mandatory security posts are not staffed for 7 days after the 30-day cure period expires and Level One damages are appropriate, will the damages be determined as follows: 7 days* \$145 per day = \$1,015?	This is correct.
42	2.3 Appendix 1	12-13 58	The RFP states that the Director/designee shall have the power and responsibility, without limitation, to 1) Determine if operation and security practices are effective to ensure a safe, orderly, and secure facility. Please confirm	Operating Standards are the basis upon which the IDOC Director would make his determination.

Question	RFP Section	RFP Page	Question	Response
			that this determination will be made based on the subjective criteria of the Operating Standards as defined in Appendix 1.	
43	Stan- dard Contract Terms and Condi- tions Clause 15	4	If a proposal offers to house IDOC offenders in a facility that is currently operational with subcontracts already in place, requiring approval of such subcontracts where services are being provided is unnecessary and could impact service delivery if vendors are not approved. Please confirm that the State's approval of such subcontracts will not be required. Will the State also limit its approval of future subcontracts to major subcontracts to provide entire service areas such as food service, medical or maintenance and exclude smaller subcontracts like pest control or copier services?	The State would not require approval for subcontracts in place at a currently operating Facility. The IDOC would agree to limit approval of subcontracts to major services areas (e.g. health care, mental health, food services, and the like).
44	3.2	35	This section says that during the term of the contract, the Contractor shall comply with and implement any and all changes applicable to the operation of the Facility arising from any and all changes to the Operating Standards. Consistent with the Department's Contract for the Operation of a State Owned, Privately Operated Correctional Facility, will the Department agree to include a term that provides that allows provides for the negotiation of a contract amendment when there are changes to the Operating Standards that impact the services provided by the Contractor, including an increase or decrease to the per diem?	The Department agrees to add this term. This change is made in RFP Amendment 1.
45	3.2 Appendix 1	35 60	These sections define Operating Standards to include "all applicable IDOC policy and SOP as required within this RFP, or made applicable to the Contract at a later date in writing by the Department."	The IDOC agrees that any IDOC policy or SOP made applicable to the Contractor after contract execution will be incorporated through a mutually agreed upon contract amendment. If such

Question	RFP Section	RFP Page	Question	Response
			a) Please confirm that any IDOC policy and SOP that are made applicable at a later date will be made applicable pursuant to a mutually agreed contract amendment.	policy or SOP impacts the time, scope, or cost of the contract the Contractor can request to negotiate costs based on an actual demonstrated cost change.
			b) Please confirm that the Department will compensate the Contractor to the extent such additional policies and SOP increase the Contractor's cost of providing services under the contract.	
46	4.3.1	40	Would the IDOC consider giving the proposer a guaranty for at least the first 250 offenders?	The IDOC has provided an approximate schedule in the last paragraph of subsection 2.4. Also, the IDOC cannot guarantee that it will transfer 250 Offenders to any one facility, because the IDOC does not know how many beds each Proposer will offer.
47	1.2.6	6	Would the IDOC specify what records have to be maintained and if the reports can be electronic reports, faxed copies, or if they must be original hard copies delivered to the IDOC?	The records are described within the RFP requirements. Offender records must be maintained hard copy and originals provided to IDOC. All other reports will typically be accepted via an electronic means, such as via email, or facsimile.
48	2.3.1	13	Will the contractor also be responsible for the travel expenses of the Contract Monitor, and if so, will the IDOC estimate the frequency of any travel, the method of transportation, and any length of stay?	Please see the answer to question 17.
49	2.6.2	14	Will the IDOC explain the transfer criteria it will use in determining which offenders will be transferred to the new facility, such as escape risk, pending legal actions, chronic	The transfer criteria IDOC will use includes the following: 1. No chronic mental health or health care issues. 2. No escape history from a

Question	RFP Section	RFP Page	Question	Response
			medical conditions, or length of time until release?	secure facility. 3. Length of sentence at least 3+ years to the parole eligibility date/ parole hearing date, or the full term release date. 4. No class A disciplinary actions (Disciplinary Offense Report) within last 12 months. Class A disciplinary actions are described in IDOC SOP 318.02.01.001 Disciplinary Procedures: Offenders.
50	2.6.2	14	Will the contractor receive any information on the offenders being transferred to the facility prior to their arrival, and if so, how much time prior to their transfer?	The IDOC will attempt to provide as much information as possible in a timely manner to the Contractor as to allow for preparation of receiving Offenders.
51	2.13	18	Is there a suggested interval between routine transfers from the facility, such as every quarter or semi-annually?	Please see the answer to question 22.
52	General		Will offenders be allowed to be released from the facility, or will the offenders have to be transferred back to Idaho to be released? How much notice will the contractor have for the transfers if the offenders must be released in Idaho?	Offenders will be brought back to Idaho for release approximately 2 years or so prior to a parole eligibility date or parole hearing date, or within 6 months to a full term release date. The IDOC will provide at least 60 days notice prior to such transfers.
53	2.13	18	Will there be one location in Idaho that will be used for transportation pick up and delivery? If there will be more than one location, would the IDOC provide all the locations and an estimated percentage of offenders that may be transferred to and from the locations?	The IDOC will use one staging area in Idaho for the pick up and return of Idaho Offenders.
54	2.13	18	Will there be a minimum number of offenders required before a routine transportation run is set up?	While there is not a minimum number required, the IDOC's intent is to work with the Contractor to maximize the cost effectiveness of routine transportation.

Question	RFP Section	RFP Page	Question	Response
55	2.21	19	Will the contractor be able to access IDOC systems and utilize them to assist in the commissary and offender banking process?	No, these systems are the responsibility of the Contractor.
56	3.8.2	37	What are the requirements for background checks? NCIC, FBI, or both?	The IDOC would defer to the background check requirements for the state in which the Facility is located.
57	3.8.2	37	Will the IDOC run all offender and visitor background checks?	The IDOC agrees to conduct the visitor background checks. Offender background checks are not necessary.
58	3.8.2	37	Will the IDOC approve all newly hired staff?	No. This is not a requirement of that subsection.
59	2.13	18	Will the contractor be responsible for the transportation of the initial group of 250 offenders to the facility?	Yes.
60	4.3.1	40	Will the IDOC consider allowing a contractor to propose a sliding scale for the per diem, based on 250, 350, and 450 offenders?	No, please submit a Cost Proposal as described in RFP subsection 6.4.
61	6.3	56	The scores on the evaluation categories don't add up to 1000 points as indicated. What are the accurate points per category?	The points per evaluation category are correct. The total possible points are 1,100 (not 1,000).
62	General		What is the acuity level expected for the offenders that will be transferred into the new facility? The following was submitted to clarify the above question: Will the offenders be essentially healthy individuals, not requiring any of the following: 1. Assistance with activities of daily living (ADL)? 2. Americans with Disability accommodations (ADA)? 3. Frequent access to off-site healthcare facilities to manage any health condition?	See the answer to question 49. Offenders sent out of state may need healthcare services for non-chronic conditions.

Question	RFP Section	RFP Page	Question	Response
63	General		Will the IDOC estimate how many offenders will require HIV treatment, how many will require HCV treatment, how many insulin dependent diabetics will be in the population, and how many offenders will be on psychotropic medications? How many acute mental health patients does IDOC estimate will be in the offender population?	The IDOC does not anticipate sending Offenders with chronic healthcare and/or mental health issues to the Facility (to include HIV treatment or HCV treatment). The IDOC may send Offenders that are diabetic or on psychotropic medications and are stable. There is not an estimate of those numbers available at this time.
64	2.35.7	24	This section requires pre- authorization for treatment outside the facility. Sections 2.35.8.1 and 2.35.8.2 are the options for health care that the contractor must address for the RFP. Will the IDOC confirm that there will be a pre- authorization requirements for both Options A and B?	This is correct.
65	2.35.8.1 & 2	25	Will the IDOC confirm that the contractor is responsible for all offender healthcare costs including outside treatment, in Option A, and the first \$3000 in costs for outside treatment in Option B?	This is correct.
66	2.35.13. 5	30	Would IDOC consider changing the requirement to notify IDOC that the contractor considers a change to be a material change, to 10 days from the date of receipt of the notice?	The IDOC will not agree to this change due the difficulty in ascertaining date of receipt. However, the IDOC will send most correspondence electronically, and the date of notice and the date of receipt will typically be the same day.
67	Appendi x 2	69	What level of licensed staff is required for administering medications? Would the IDOC allow the administration of medications by a licensed Medical Assistant?	The licensure requirements of the State in which the Facility is located would be the authority on this question.
68	General		What type of religious diets does the IDOC anticipate being required and will the IDOC anticipate how many offenders will require religious diets?	Religious diets should be offered by the Proposer in accordance with Operating Standards, and in consideration of an Offender's religious beliefs. IDOC cannot provide an estimated number of

Question	RFP Section	RFP Page	Question	Response
				Offenders since religious beliefs can have a lot of variability among the Offender population.

III. The following are minutes from the referenced RFP pre-proposal conference held May 2, 2012. This additional information is added to and is made part of the referenced RFP.

"Request for Proposal (RFP02452), Housing for Medium Custody Adult Male Incarcerated Offenders

Pre-Proposal Conference

Date and Time: May 2, 2012, beginning 9:00 a.m. (Mountain Time)

Attendees:

Andrea Evans, CCA
Antella Anderson, MTC (Phone)
Brian Ferrell, CCA
Christy Payne, Emerald (Phone)
Connie Cruz, MTC (Phone)
David Robison, IDOC
Decker Sanders, IDOC
Jason Urquhart, DOP
Jeff Henry, MTC
Jennifer Huston, GEO (Phone)
Katie Carlson, CEC (Phone)
Katie Hall, IDOC

Keith Thomas, IDOC
Michelle Barker, CCA (Phone)
Natalie Warner, IDOC
Pamela Howell, CCA (Phone)
Robin Burse, GEO (Phone)
Rod Leonard, IDOC
Ron Maddox, GEO (Phone)
Tammy Majors, DOP
Tim Higgins, IDOC
Tim Wengler, CCA
Tom Reed, MTC (Phone)

Notes from pre-proposal conference

- Welcome and Introductions
 - Natalie Warner, from the Idaho Department of Correction (IDOC), started the meeting by commencing introductions. (See above)
- II. Purpose and Pre-Proposal Information
 - Tammy Majors, from the Division of Purchasing (DOP), stated the purpose of the pre-proposal
 conference is to benefit parties interested in the RFP. It offers an opportunity for vendors to ask
 questions prior to submitting their proposal.
 - Tammy Majors provided a brief overview of the RFP.
 - Section 1 provides overview and general instructions.
 - o The agreement term is for two (2) years plus four (4) one (1) year options to renew.
 - o The State does reserve the right to award multiple contracts for this RFP.
 - o If there are trade secrets in your proposal please mark them as proprietary, however you cannot mark the whole proposal as proprietary.
 - Submission items have been clearly identified.
 - The IDOC would like facility(ies) operational within sixty (60) days of the service commencement date, sooner if possible.
 - Insurance requirements must be in place before start of work.
 - Proposals must be submitted manually to the Division of Purchasing.

- The cost proposal must be submitted in a separate sealed envelope and include both subsection 2.35.8.1 Healthcare Services option A and subsection 2.35.8.2 Healthcare Services option B.
- Special instructions in the terms and conditions #9 "all contracts issued through the Idaho E- procurement system will be subject to an administrative fee of 1.25% of the value of the agreement. The administrative fee will apply regardless of contractors' mode of response submission to the solicitation that is manual or electronic."
- Important dates to remember:
 - Written questions are due May 11th 2012
 - Proposals are due June 7th 2012
 - The bid opening will be June 8th 2012

III. Overview of the Request for Proposal

- Natalie Warner provided an overview of current Request for Proposal:
 - This procurement is for housing of adult male Idaho offenders outside of the state of Idaho due to our facilities within the state being at capacity system wide.
 - The IDOC's forecasted growth anticipates the need for an estimated 800 beds over the next three (3) years given the sustaining of our current growth trends.
 - o The objective of this RFP is to select a proposer that can and will do the following:
 - Operate a safe and secure correctional facility to house medium custody adult male Idaho offenders in a humane and professional manner with respect to offender rights.
 - 2. Deliver correctional services compliant with American Correctional Association (ACA) standards, National Commission on Correctional Health Care standards (NCCHC), and operating standards as defined in the RFP.
 - 3. Have or acquire ACA and NCCHC accreditation at the facility that is proposed.
 - 4. Perform the services in the RFP in a cost effective manner with full reporting and accountability to the IDOC.
 - 5. Provide security and offender supervision with professionally trained staff.
 - 6. Maintain complete and accurate records of care and supervision; and collect, analyze, and report statistical data regularly.
 - 7. The DOC values working with vendors who model our core values as an organization: honesty, integrity, teamwork, flexibility, and open communication.
 - 8. The services contained in the RFP are focused first on safety and security, secondly on access to and provision of quality healthcare and mental health services, and thirdly on minimizing idle time for offenders.
 - Specific highlights of the RFP are as follows:
 - 1. Subsection 2.4 Estimated Schedule

As Tammy Majors mentioned within 60 days of the service commencement date or sooner if possible, the IDOC will place 250 offenders at the awarded facility. We anticipate, based on sustaining current offender population growth trends of between 7% and 9% and our in-state facilities remaining at capacity, the need to transfer at least 100 additional offenders every 6 months or so. These are only estimates and not guarantees.

2. Subsection 2.7.7 Use of Force

The vendor must comply with IDOC Use of Force policies and Standard Operating Procedures. We will provide specific reporting forms and procedures, and prohibit the use of corporal punishment on offenders.

3. Subsection 2.8 Offender Discipline

The vendor must comply with IDOC disciplinary procedures as set forth in our Standard Operating Procedures. We prefer the resolution of minor

disciplinary infractions through an informal process prior to the imposition of formal disciplinary actions.

4. Subsection 2.27 Offender Activity

The IDOC desires that the amount of idle time for offenders be minimized to the greatest extent possible and within reason. Once the contract is awarded the vendor shall provide the DOC a master facility schedule that appropriately reflects the proposed methodology of accomplishing this subsection in your proposal.

5. Subsection 2.37.2 Incident Reporting

The vendor shall report all incidents as outlined in the RFP to the IDOC Contract Monitor. All serious incidents must be investigated by the facility and those investigation reports provided to the IDOC. The IDOC retains the right to conduct investigations of any and all incidents that involve Idaho offenders at the facility.

IV. Question and Answer Session

Tammy Majors stated that any questions asked before, during, or after the conference are not official until it appears in an amendment form. When you ask a question please state your name and who you represent before asking your question.

Natalie Warner answered some of the questions that had been submitted in writing so far.

Answers to Written Questions:

Question: The RFP states that case managers will document offender concerns in a manner designated by the IDOC; a manner that "will most likely be data entry into the Corrections Integrated System (CIS) used by IDOC to house electronic Offender data." If IDOC determines that CIS should be installed at the facility, please confirm that IDOC will pay any costs associated with installation of this system into the contractor's facility(ies).

Answer: CIS is a web based program operating on Internet Explorer 7, and Access would be provided via a Virtual Private Network (VPN) tunnel. As long as the facility which can access the internet, there should be no cost associated or installation of software at the facility. See the answer to written question 4 in Section II of this Amendment for the final answer to this question.

Question: Please confirm that this subsection should be numbered as 4.14.3 and not 4.15.3.

Answer: Correct, we apologize for that oversight.

Question: Does IDOC prefer that the contractor provide video visitation? If so, will IDOC establish and pay for video stations and related lines, equipment, etc. necessary for receiving video visitation for offender's visitors in Idaho?

Answer: That is a proposal item at the discretion of the proposer; however IDOC will not be responsible to establish or pay for anything outside of the proposed per diem for the RFP. See the answer to written question 6 in Section II of this Amendment for the final answer to this question.

Question: Would the Department consider a ramp-up period in order for the facility to reach full compliance before liquidated damages would be assessed?

Answer: As long as that period is reasonable the answer is yes.

See the answer to written question 12 in Section II of this Amendment for the final answer to this question.

Question: Please provide the estimated percentage of the population requiring Special Education services at any given time.

Answer: The IDOC anticipates less than 2% of the population that will be placed at the facility will be special education, if any.

See the answer to written question 13 in Section II of this Amendment for the final answer to this question.

Question: The RFP states, "The Contractor shall provide to the Offenders access to pre-GED materials and other educational materials and programs." Is it expected that the contractor would provide Professional/Technical Education (PTE) and/or English Language Learners (ELL) programs? If so, please provide the estimated percentage of the population requiring PTE and/or ELL programming.

Answer: This is an option left up to the proposer. The RFP is clear that the IDOC would like access to pre-GED material and to other educational materials and programs for offenders, so this is at the discretion of the proposer to describe in their proposal what that would look like to provide. The estimate for those offenders is not available at this time.

Question: Please confirm that facility space allotted for meetings and hearings with IDOC authorities, including parole and legal representation, will be considered multi-purpose space when not otherwise occupied to allow for other uses according to facility needs.

Answer: Correct.

Question: Please confirm that the sanitation, hygiene, and health standards cited refer to such standards as identified under the Operating Standards as defined in Appendix 1.

Answer: Correct.

Question: We understand that the contractor will be responsible for the IDOC Contract Monitor's salary and benefits; please confirm that IDOC will be responsible for all costs related to the Contract Monitor's expenses, travel and lodging.

Answer: Correct.

See the answer to written question 17 in Section II of this Amendment for the final answer to this question.

Question: The RFP states "Proposals shall describe how this subsection will be accomplished, (refer to Subsection 2.7.4) to include the contractor's policy for preventing and dealing with Offender disturbances..." It is the intent to describe proposer's policy or include the policy?

Answer: Either is fine. You may either describe your policy or include it or both.

See the answer to written question 18 in Section II of this Amendment for the final answer to this question.

Question: For the initial ramp-up of the 250 IDOC offenders to the facility, as well as routine facility transports to/from Idaho during the term of the contract, may a proposer suggest a transportation schedule, including frequency of transports, numbers of offenders per trip, etc. in its proposal to better ascertain related costs?

Answer: A proposer may suggest such, but the IDOC is not obligated to accept it as a term of the contract.

Question: Other than the initial transportation required during ramp-up of the IDOC population, does IDOC anticipate that the most common interstate transports for which the contractor will be responsible will be new releases and newly assigned offenders? If not, please describe any other scenarios (other than court transports for which IDOC will be responsible) for which the contractor may be responsible.

Answer: Correct. The transports the IDOC anticipates will be those offenders coming from Idaho to the facility and back, other than court appearances if an Idaho offender commits a crime in that state. Then the contractor is responsible to provide transportation within that state.

Question: Concerning the previous transportation question, please provide proposers with an estimate of the frequency anticipated for these types of transports (i.e. monthly, quarterly, etc.) in order to calculate associated costs, as well as the estimated number of offenders per trip.

Answer: The IDOC will have to respond in writing, but it anticipates the trips happening no more frequently than every 6 months or quarterly.

See the answer to written question 22 in Section II of this Amendment for the final answer to this question.

Question: The RFP estimates that over 800 offenders will need to be placed outside of Idaho; however, the estimated schedule implies that only 250 beds are needed in the near term with a possibility of adding additional offenders. Is it IDOC's expectation that the required beds will likely remain at approximately 250 for the initial term of the contract and that the additional capacity is being requested only to accommodate unexpected growth?

Answer: Based on current growth trends the IDOC anticipates a loading schedule as described in subsection 2.4, where we have an initial load of 250 offenders, and approximately 100 offenders every 6 months thereafter. Which, if it is carried out for 3 years, is the anticipated need in the contract. This would bring us to about 750 offenders. It is not our expectation to remain at 250 offenders for the initial contract term of 2 years.

See the answer to written question 23 in Section II of this Amendment for the final answer to this question.

Oral Questions: No questions were asked.

Natalie Warner reiterated the vendors have until May 11 to submit written inquiries and IDOC will respond in writing to the written questions already submitted.

VI. Adjourn

Adjournment at 09:21 Mountain Standard Time."

There are no other changes. If you have already submitted your proposal and this addendum will alter your proposal, please contact the Division of Purchasing.

Thank you for your interest in supplying the needs of the state of Idaho.

Sincerely,

/s/

Tammy Majors Purchasing Officer

- **1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716 or IDAPA 38.05.01.011.
 - A. Agreement Any State written contract, lease or purchase order including solicitation or specification documents and the accepted portions of the submission for the acquisition of Property. An Agreement shall also include any amendments mutually agreed upon by both parties.
 - B. Contractor A vendor who has been awarded an Agreement.
 - C. Property Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
 - D. State The State of Idaho including each agency unless the context implies other states of the United States.
- 2. **TERMINATION:** The State may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
- 3. **RENEWAL OPTIONS:** Upon mutual agreement by both parties (unless otherwise modified by a special contract term, condition, or specification), this Agreement may be extended under the same terms and conditions for one (1) year intervals or the time interval equal to the original contract period.
- **4. PRICES:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the State in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery to the F.O.B. destination address, prepaid and allowed. If installation is requested by the State or specified in the State's solicitation documents, pricing shall include all charges associated with a complete installation at the location specified.

5. ADMINISTRATIVE FEE:

- A. Application of Administrative Fee:
 - 1. All Purchase Orders (PO) and Contract Purchase Orders (CPO) issued through the Idaho eProcurement System (IPRO) shall be subject to an Administrative Fee of one point two five percent (1.25%) of the value of the Agreement, unless the PO or CPO is exempted as described below. The Administrative Fee will apply to all PO and CPO Awards issued through IPRO, regardless of Contractor's mode of response submission to the solicitation (i.e. manual or electronic).
 - 2. Subsequent renewals, amendments or change orders to the initial PO or CPO, which result in an increased Agreement value, will constitute an incremental or additional award for which an additional Administrative Fee will apply; however, the additional Administrative Fee will be a Flat Fee, applied as follows:

Original value + all amendments		Flat Fee
\$50,000	- \$1 Million	\$ 500
\$1 Million	- \$8 Million	\$ 1000
\$8 Million +		\$ 2000

3. Regardless of the number of renewals, amendments, and/or change orders, the total aggregate Administrative Fee assessed per PO or CPO will not exceed one hundred thousand dollars (\$100,000).

4. A contractor's failure to consider the Administrative Fee when preparing its solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor as a result of a PO or CPO Award issued through IPRO.

B. Administrative Fee Exemptions:

- 1. Notwithstanding any language to the contrary, the Administrative Fee referenced in Section 5.A, above, will not apply to contracts with an original awarded value of less than \$50,000; or to contracts issued through IPRO without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), Exempt Purchases (EXPO), awards issued under Delegated Purchase Authority (DPA), and orders placed against WSCA/NASPO or other cooperative contracts (PADD) that are exempt from the requirements for competitive bidding.
- 2. The Administrative Fee referenced in Section 5.A., above, will not apply to Blanket Purchase Orders (BPO) or Statewide Blanket Purchase Orders (SBPO); however, BPOs and SBPOs (like PADDs) may have a separate Administrative Fee applied to orders placed against the contract, as specifically described in the individual BPO or SBPO.
- 3. The State may also exempt a specific PO or CPO from the Administrative Fee requirement.
- **C.** Payment of Administrative Fee: Contractor will remit the Administrative Fee applicable to a PO or CPO, as described in Section 5.A., above, to the IPRO Administrator, SicommNet, Inc., as follows:
 - 1. Awards with a firm delivery date: SicommNet, Inc. will invoice Contractor for the Administrative Fee on or after the delivery date provided in the Agreement, with payment due thirty (30) days after receipt of invoice.
 - 2. Awards with a contract start and end date: SicommNet, Inc. will invoice Contractor on either a quarterly, monthly or "per payment" basis; or may offer Contractor a prepayment option. Payment will be due thirty (30) days after receipt of each invoice.
- D. Refund of Administrative Fee: In the event that a PO or CPO is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will direct SicommNet, Inc. to refund the Contractor any Administrative Fees remitted to SicommNet, Inc. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the Agreement cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Agreement. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee assessed on the PO or CPO will not be refunded in whole or in part.
- **E. Failure to Remit Administrative Fees:** If a Contractor fails to remit the Administrative Fee, as provided in Section 5.C. above, the State, at its discretion, may declare the Contractor in default; cancel the Agreement or award; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or Federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's online account.
- **6. CHANGES/MODIFICATIONS:** Changes of specifications or modification of this Agreement in any particular can be affected only upon written consent of the Division of Purchasing, but not until any proposed change or modification has been submitted in writing, signed by the party proposing the said change.
- 7. **CONFORMING PROPERTY:** The Property shall conform in all respects with the specifications or the State's solicitation documents. In event of nonconformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services.
- **8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any

covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

- 9. CONTRACT RELATIONSHIP: It is distinctly and particularly understood and agreed between the parties hereto that the State is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workman's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary workman's compensation insurance. The contractor must provide either a certificate of workman's' compensation insurance issued by a surety licensed to write workman's' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workman's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State does not assume liability as an employer.
- 10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et sea., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
- 11. TAXES: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.
- 12. SAVE HARMLESS: Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply

with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

- **13. ORDER NUMBERS:** The Contractor shall clearly show the State's Agreement order numbers or purchase order numbers on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- **14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
- 15. SUBCONTRACTING: Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under this Agreement. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.
- 16. COMMODITY STATUS: It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the specifications. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain new or minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first customer and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or vendor warranty, whichever is longer.
- 17. SHIPPING AND DELIVERY: All orders will be shipped directly to the ordering agency at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. "F.O.B. Destination", unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the State Agency Receiving Dock or Store Door Delivery Point. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by the Contractor.
- 18. INSTALLATION AND ACCEPTANCE: When the purchase price does not include installation, acceptance shall occur fourteen (14) calendar days after delivery; unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. When installation is included, acceptance shall occur fourteen (14) calendar days after completion of installation; unless the State has notified the Contractor in writing that the order does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the State has notified the Contractor in writing that the order does not meet the State's requirements or otherwise fails to pass the Contractor's established test procedures or programs.
- 19. RISK OF LOSS: Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

- **20. INVOICING:** ALL INVOICES are to be sent directly to the **ORDERING AGENCY ONLY**. The Agreement number and/or purchase order number is to be shown on all invoices. In no case are invoices to be sent to the Division of Purchasing.
- 21. ASSIGNMENTS: No Agreement or order or any interest therein shall be transferred by the Contractor to whom such Agreement or order is given to any other party without the approval in writing of the Administrator, Division of Purchasing. Transfer of an Agreement without approval shall cause the annulment of the Agreement so transferred, at the option of the State. All rights of action, however, for any breach of such Agreement are reserved to the State. (Idaho Code Section 67-5726[1])
- 22. PAYMENT PROCESSING: Idaho Code Section 67-5735 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered."
- 23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS: Contractor shall comply with ALL requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

24. PATENTS AND COPYRIGHT INDEMNITY:

- A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
- B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.
- C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.
- 25. CONFIDENTIAL INFORMATION: Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation

contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- B. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.
- **26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.
- 27. APPROPRIATION BY LEGISLATURE REQUIRED: The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.
- 28. FORCE MAJEURE: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.
- 29. GOVERNING LAW AND SEVERABILITY: This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- 30. ENTIRE AGREEMENT: This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
- **31. PRIORITY OF DOCUMENTS:** This Agreement consists of and precedence is established by the order of the following documents:
 - 1. This Agreement;
 - 2. The Solicitation; and
 - 3. Contractor's proposal as accepted by the State.

The Solicitation and the Contractor's proposal accepted by the State are incorporated herein by this reference. The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's proposal differ from the terms in this Solicitation, the terms and conditions of this Solicitation shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in this solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

- 32. PUBLIC RECORDS: Pursuant to Idaho Code Section 9-335, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.
- **33. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered, sent by facsimile, prepaid overnight courier or United States' mail as follows. For notice to the State, the address and facsimile number are:

State of Idaho
Division of Purchasing
650 W State Street – Room B15
P.O. Box 83720
Boise, ID 83720-0075
208-327-7465 (phone)
208-327-7320 (fax)

For notice to the Contractor, the address or facsimile number shall be that contained on the Contractor's bid, quotation or proposal. Notice shall be deemed delivered immediately upon personal service or facsimile transmission (with confirmation printout), the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address or facsimile number by giving written notice of the change to the other party.

- **34. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
- **35. ATTORNEYS' FEES:** In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.
- 36. RESTRICTIONS ON AND WARRANTIES ILLEGAL ALIENS: Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not

hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract